



County of Los Angeles
Department of Public Social Services

Bryce Yokomizo
Director

June 3, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT WITH
LOS ANGELES COUNTY OFFICE OF EDUCATION
TO PROVIDE
VOCATIONAL/CAREER ASSESSMENT SERVICES
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign the agreement after approval as to form by County Counsel, substantially similar to the attached agreement (Attachment I) with the Los Angeles County Office of Education (LACOE), effective one day after execution or July 1, 2003, whichever is later, at a maximum contract amount of \$15,717,000 for the three-year term of the contract to provide Vocational/Career Assessment Intermediary and Direct Services for the Welfare-to-Work (WtW) and the General Relief Opportunities for Work (GROW) programs, and for Learning Disabilities Evaluation (LDE) Services. The annual cost of Vocational/Career Assessment Intermediary and Direct Services is \$3,508,000, and the annual cost of LDE Services is \$1,731,000. Funding for this contract is included in the Department's FY 2003-04 Proposed Budget. Funding for future years will be included in the Department's budget requests.

2. Delegate authority to the Director, DPSS, to prepare and sign amendments to the contract that result in any decrease or increase, of no more than ten percent of the Intermediary Services maximum annual amount, and/or do not exceed ten percent of the fixed unit price for Direct Services, when the change is necessitated by additional and necessary services that are required in order for the Contractor to comply with changes in federal, State, or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the Director will notify the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this contract will allow DPSS to continue to provide vocational and career assessment services to WtW and GROW participants, and LDE services to WTW participants only, through LACOE and its subcontractors. These services include: vocational assessment services for participants in the WtW and GROW program where a customized career plan will be developed to help them achieve their goals and LDE services which consist of screening, evaluation reporting, and diagnosis of learning disabilities as a potential barrier to employment..

LACOE has provided excellent service since 1990 and has consistently adapted to program changes and requirements. They effectively provide administrative intermediary services including recruitment, monitoring, and supervision of six subcontractors who conduct vocational assessments at 13 locations to participants in the WtW and GROW programs.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: Improve the well-being of children and families in Los Angeles County, Strategy #1: Implement integrated service delivery initiatives to demonstrate substantial progress toward achieving improved outcomes for children and families.

FISCAL IMPACT/FINANCING

The maximum amount for this contract for the three-year period is \$15,717,000. The maximum annual cost for Vocational/Career Assessment Intermediary and Direct Services is \$3,508,000, of which \$2,500,000 is for the WtW program and \$1,008,000 for the GROW program. The maximum annual cost for LDE Services is \$1,731,000.

Vocational/Career Assessment Intermediary and Direct Services for the WtW program, and LDE expenditures, will be fully offset by CalWORKs Single Allocation funds, and therefore, there is no additional net County cost (NCC) after the required Maintenance of Effort (MOE) is met. Vocational/Career Assessment Intermediary and Direct Services for the GROW program will be partially offset by federal funds allocated for the administration of the Food Stamp Employment and Training (FSET) program, resulting in \$440,000 NCC annually, which is included in the Department's FY 2003-04 Proposed Budget. Funding for future years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement provides for termination by the County with a 30-calendar-day written notice prior to termination, should termination be in the County's best interest. The Agreement also contains a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The agreement contains provisions delegating authority to the Director of DPSS to amend the contract to allow for increases of no more than ten percent of the first year's cost for Intermediary Services. Additionally, the Director would be authorized to allow for increases of no more than ten percent of the fixed unit price for Direct Services. Both provisions would be enacted if additional or necessary services are required to comply with changes in County requirements.

The Contractor additionally agrees to provide assessment services to WtW and GROW participants and to maintain separate invoicing, accounting, management and reporting, and assessment data entries for the GROW program.

The contractor is in compliance with the Jury Service Program.

The Living Wage Ordinance does not apply because the recommended contract is a non-Prop A contract.

The contract has been approved as to form by County Counsel.

Honorable Board of Supervisors
June 3, 2003
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CONTRACTING PROCESS

A sole source contract was procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services regulation 23-650.1.12, which allows for non-competitive contracting with public education agencies.

IMPACT ON CURRENT SERVICES

The contract will allow the continuation of Vocational/Career Assessment and LDE Services in Los Angeles County for WtW and GROW participants.

The contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract is in compliance with all requirements of Los Angeles County Code Section 2.180.010, Certain Contracts Prohibited.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Director of DPSS.

Respectfully submitted,

Bryce Yokomizo
Director

BY:jv

Enclosures

c: Chief Administrative Officer
County Counsel



**VOCATIONAL/CAREER ASSESSMENT
SERVICES CONTRACT
BY AND BETWEEN
LOS ANGELES COUNTY OFFICE OF EDUCATION
AND
THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**PREPARED BY
BUREAU OF ADMINISTRATIVE SERVICES
CONTRACT MANAGEMENT & MONITORING DIVISION
12900 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746-3411**

May 2003

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**VOCATIONAL/CAREER ASSESSMENT
SERVICES CONTRACT
BETWEEN
LOS ANGELES COUNTY OFFICE OF EDUCATION
AND
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

This Agreement is entered into this _____ day of _____ by and between Los Angeles County Office of Education (LACOE), hereinafter referred to as CONTRACTOR and the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY.

WHEREAS, CONTRACTOR is a local government agency and is qualified to provide the Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Vocational Assessment Intermediary Services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, COUNTY has determined that it is feasible to obtain such services by this Agreement;

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and based upon non-competitive negotiation under the Title 45 Code of Federal Regulation, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650, CONTRACTOR has been selected for recommendation for award of this Agreement; and

WHEREAS, this Agreement is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code, Section 11320 et seq.

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

1. Attachments A, B, C, D, E, F, G, H, I, J, and K as set forth below, are attached to and form a part of this Agreement.
2. In the event of any conflict in the definition or interpretation of any word, responsibility, services, schedule, or contents of a deliverable product between Agreement and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement and then to the Attachments according to the following priority:

Attachment A - Statement of Work and Technical Exhibits
Attachment B - Contractor's Budget
Attachment C - Contractor Employee Acknowledgment and Confidentiality Agreement
Attachment D - Grounds for Rejection
Attachment E - Bidder's/Officer's (EEO) Certification
Attachment F - Bidder's/Officer's Nondiscrimination in Services Certification
Attachment G - Attestation to Willingness to Consider GAIN and GROW Participants
Attachment H - Vocational Assessment Intermediary Services Monthly Invoice
Attachment I - Quarterly Reconciliation Invoice Format
Attachment J - Internal Revenue Service Notice 1015
Attachment K - Safely Surrendered Baby Law

II. TERM OF AGREEMENT

1. Subject to termination provisions set forth herein, the term of this Agreement shall be three (3) years, commencing one day after DPSS Director signature or July 1, 2003, whichever is later, and shall continue through June 30, 2006.
2. Subject to the provisions of Section VI, Paragraph 51, Termination For Convenience of the COUNTY, in the event of termination of this Agreement, CONTRACTOR shall:
 - 2.1 Immediately eliminate all new costs and expenses under this Agreement. In addition, CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.
 - 2.2 Promptly report to COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
3. Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services.
4. CONTRACTOR shall notify DPSS when this contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
Contract Management & Monitoring Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

III. INTERPRETATION

1. The contract shall be interpreted in accordance with the laws of the State of California.
2. The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - 2.1 Board of Supervisors
The Board of Supervisors of the County of Los Angeles.
 - 2.2 Contract Manager
The individual designated by the CONTRACTOR to administer the contract operations after contract award.
 - 2.3 Contractor
Los Angeles County Office of Education (LACOE) which has entered into a contract with the COUNTY to perform or execute the work covered by these specifications.

2.4 County Contract Administrator (CCA)

The person designated by County who monitors the CONTRACTOR's performance in the daily operation of the contract. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

2.5 Department of Public Social Services (DPSS)

The COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles County. This department is required by the California Department of Social Services to provide services which assist recipients of CalWORKs and General Relief to qualify for, locate and retain appropriate unsubsidized employment through the GAIN/GROW Programs.

2.6 Director

The Director of the County of Los Angeles Department of Public Social Services (DPSS), or his authorized representative(s).

2.7 Fiscal Year

COUNTY Fiscal Year which commences on July 1 and ends the following June 30.

IV. MAXIMUM CONTRACT AMOUNT

Notwithstanding any other provision of this Agreement, COUNTY shall not be liable in any event for payment for Fiscal Year 2003-2004 for GAIN/GROW Vocational/Career Assessment Direct and Intermediary Services and for GAIN Learning Disabilities Evaluations provided pursuant to this Agreement in excess of \$5,239,000 annually for a total maximum contract amount of \$15,717,000 for three years.

1. CONTRACTOR's maximum amount is based on CONTRACTOR's budget as specified in Attachment B.
2. A contract amendment will be completed for Fiscal Years 2004-2005 and 2005-2006, to set the maximum amounts for Vocational/Career Assessment Intermediary and Direct Services each of those fiscal years. CONTRACTOR shall provide a new budget to COUNTY by December 1, 2003 for FY 2004-2005 and by December 1, 2004 for FY 2005-2006.

- 2.1 The second and third year contract cost shall not exceed the first year's cost, except as provided below:

2.1.1 The contract is amended per Section VI, subparagraph 6.3.4 and/or 6.3.5

V. COMPENSATION

1. Vocational Assessment Intermediary Services are reimbursed based on actual costs incurred. Direct service costs are based on a fixed unit price which is caseload-driven. Caseloads are determined by COUNTY and are governed by the level of available GAIN and GROW funding.

2. CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
Contract Management & Monitoring Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

Attention: Joel Villanova

3. COUNTY shall compensate CONTRACTOR for performing Vocational Assessment Intermediary Services hereunder, for allowable net costs incurred by CONTRACTOR in accordance with actual costs not to exceed the Maximum Amount as specified in Part IV, MAXIMUM CONTRACT AMOUNT.

- 3.1 CONTRACTOR shall invoice 1/12th of the annual contract maximum amount payable for Vocational Assessment Intermediary Services specified in Part IV, Maximum Contract Amount.

- 3.2 CONTRACTOR shall prepare and submit the monthly invoice each in an original and one (1) copy, to the CCA on a monthly basis. Monthly invoices are due by the fifteenth (15th) after the end of the month in which services were provided, or payment may be delayed. Invoice shall be similar to Attachment H, Vocational Assessment Intermediary Services Monthly Invoice and shall indicate the costs attributed to services for GAIN and GROW participants separately.

- 3.3 Payment to CONTRACTOR will be made monthly in arrears provided that CONTRACTOR is not in default under any provision of this Contract, and has submitted a complete and accurate statement of payment due.

- 3.4 Payment to the CONTRACTOR shall be only upon written approval of the invoice by the CCA or his/her designated representative. CONTRACTOR shall submit the invoice to the CCA at:

Department of Public Social Services
Contract Management & Monitoring Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

Attention: Joel Villanova, Contract Administrator

- 3.5 COUNTY shall review and authorize payment of an accurate invoice as soon as possible after receipt of CONTRACTOR's billing. COUNTY will make a reasonable effort to effect payment to CONTRACTOR within thirty (30) days from receipt of an invoice which is accurate as to form and content.

- 3.6 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of CONTRACTOR's performance, under the Contract, except for any claims specifically described in detail in such release.

- 3.7 COUNTY may delay the last payment due hereunder until six (6) months after the termination of the Contract. CONTRACTOR shall be liable for payment on

thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by the COUNTY to CONTRACTOR.

- 3.8 COUNTY shall have no requirement for payment other than as set forth in this Contract.
- 3.9 CONTRACTOR shall provide a quarterly written reconciliation invoice of actual costs within thirty (30) calendar days of the end of each quarter. For this contract, the first quarterly reconciliation shall be for July 2003 through September 2003 and shall be submitted to COUNTY no later than October 31, 2003. COUNTY shall not make monthly payments subsequent to the month in which a reconciliation invoice is due, until the reconciliation invoice has been received and processed by COUNTY.
 - 3.9.1 For all reconciliations CONTRACTOR shall use a quarterly invoice similar to Attachment I, Reconciliation Invoice. The invoice shall indicate actual costs for Vocational Assessment Intermediary Services for GAIN and GROW participants separately. The invoice shall include an attachment with expenditures broken into the following major cost categories: classified salaries, certified salaries, fringe benefits, supplies, contract and other services, equipment, indirect costs, and any other information found necessary by CONTRACTOR and/or COUNTY.
 - 3.9.2 If the quarterly reconciliation finds that COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, or that COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then COUNTY shall either credit or deduct the difference against future payments hereunder to CONTRACTOR.
 - 3.9.3 In accordance with Government Code, the COUNTY shall not be liable for billings submitted one year after the date services were provided.
- 4. COUNTY shall compensate subcontractors (assessors) directly for performing GAIN and GROW Vocational Assessments services hereunder, for costs incurred in accordance with their contracts, based on the fixed unit price specified below:
 - 4.1 The subcontractors shall be paid \$150.00 per full assessment completed. An assessment is considered completed when it results in the development of an employment plan.
 - 4.2 The subcontractors shall be paid \$75.00 per partial assessment, reassessment or reevaluation completed. An assessment is considered partial when a full assessment is not completed due to minimal gathering of specific information and/or testing. Third-Party assessment is considered a partial assessment.
 - 4.3 Compensation for GAIN Assessments shall be requested and processed as follows:
 - 4.3.1 For GAIN assessments, an invoice to subcontractors will be generated by COUNTY's GEARS computer system.
 - 4.3.2 Subcontractors shall validate and return invoices generated by GEARS. Subcontractors shall send the completed invoices within fifteen (15) calendar days of receipt to:

GAIN FISCAL SERVICES
P.O. BOX 761127
Los Angeles, CA 90076

In the event that an invoice is returned to the subcontractor for correction, sub-contractor shall return the corrected invoice to the COUNTY within ten (10) calendar days.

- 4.4 Compensation for GROW assessments shall be requested and processed as follows:

4.4.1 Subcontractors shall submit invoices to CONTRACTOR on a weekly basis.

4.4.2 CONTRACTOR shall validate invoices against COUNTY's GROW computer system, batch invoices monthly and submit to COUNTY for payment. Each subcontractor's invoice shall be submitted with a summary sheet showing the name of the participant, the date(s) service was provided, whether the assessment is a full or partial assessment and the amount being invoiced. Subcontractors invoices shall be submitted to COUNTY by the 15th of each month for the previous month's assessments. Invoices shall be submitted to:

Joel Villanova, Contract Administrator

DPSS Contract Management Section III
12900 Crossroads Parkway South - 2nd Floor
City of Industry, CA 91746-3411

4.4.3 COUNTY will make reasonable effort to make payment within 30 calendar days after CCA receipt and approval of the subcontractor's validated invoices. COUNTY may delay last payment for three (3) months after termination of the subcontract.

4.4.4 COUNTY will work with CONTRACTOR to resolve subcontractor's payment problems; e.g., incorrect amount on invoice or warrant, past due invoices or warrants, etc.

4.4.5 CONTRACTOR shall require subcontractors (assessors) to utilize any available funding source other than GAIN and GROW funds, where applicable, before requesting payment of GAIN or GROW funds under this contract.

5. COUNTY shall compensate subcontractors directly for performing Learning Disabilities Evaluations based on the fixed prices specified below:

5.1 TIER I:

- 5.1.1 The subcontractors shall be paid \$400 per Learning Disabilities Evaluation completed, when GEARS is updated with pertinent information and learning disability report returned to COUNTY. This amount includes any additional costs that may be incurred by the use of a specialist to identify

accommodations needed by a participant to participate in Welfare-to-Work activities.

- 5.1.2 The subcontractor shall be paid \$200 per partially completed Learning Disabilities Evaluation, to be defined as follows: if the participant completes at least two (2) tests, the initial interview and the orientation during the first (1st) day, the subcontractor will be paid a partial LD completion fee of \$200.

5.2 TIER II:

To be established through another contract amendment after this Contract takes effect.

5.3

Compensation for Learning Disabilities Evaluations shall be requested and processed as follows:

- 5.3.1 For Learning Disabilities Evaluations, an invoice to subcontractors will be generated by COUNTY's GEARS computer system.
- 5.3.2 Subcontractors shall validate and return invoices generated by GEARS. Subcontractors shall send the completed invoices within fifteen (15) calendar days of receipt to:

GAIN FISCAL SERVICES
P.O. BOX 761127
Los Angeles, CA 90076

In the event that an invoice is returned to the subcontractor for correction, subcontractor shall return the corrected invoice to the COUNTY within ten (10) calendar days.

- 6. CONTRACTOR shall advise COUNTY in writing of any substantive deviations or reallocation of line item costs from CONTRACTOR's Budget. CONTRACTOR may, with COUNTY's approval, reallocate funds among each of the major cost categories, excluding the Direct Services Costs, listed in Attachment B, CONTRACTOR's Budget and Employee Benefits, to a maximum of 15% of each part, not to exceed the total Contract amount. Reallocation of funds by CONTRACTOR by more than 15% between the major cost categories requires written approval of the Director.

VI. FURTHER TERMS AND CONDITIONS

1. ASSIGNMENT

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

2. AUDIT SETTLEMENT

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

3. AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

4. BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of the COUNTY employees and imposes similar reductions with respect to the COUNTY contracts, the determination of the amount of the CONTRACTOR'S payment reduction will be at the sole discretion of the COUNTY correspondingly for the Fiscal Year and any subsequent Fiscal Year services provided by the CONTRACTOR under this Agreement. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Agreement.

5. CERTIFICATION OF BILINGUAL STAFF

The CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.

6. CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 6.1 For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.
- 6.2 For any revision which materially affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the County Board of Supervisors and the CONTRACTOR *except* as provided in 6.3, herein below.
- 6.3 The DPSS Director may prepare and sign amendments to the Agreement without further action by the County Board of Supervisors under the following conditions:
 - 6.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
 - 6.3.2 The amendment is for a decrease in the Agreement costs.
 - 6.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
 - 6.3.4 The amendment is for an increase of no more than 10% of the total original Agreement amount, that is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in Federal, State, or County requirements.
 - 6.3.5 The Department of Public Social Services shall obtain the approval of County Counsel and Chief Administrative Office or his designee for an amendment to this Agreement.
 - 6.3.6 Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

7. CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

- 7.1 The CONTRACTOR staff working on this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections.
Child Abuse Hotline: (800) 540-4000

- 7.2 The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and should submit all required information, in accordance with *the PC Code Sections 11166 and 11167*.
- 7.3 The CONTRACTOR staff working on this Agreement shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the *WIC Sections 15630, 15633 and 15633.5*.
Elder Abuse Hotline: (877) 477-3646
- 7.4 The CONTRACTOR staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.
Welfare Fraud Hotline: (800) 873-7283

8. CIVIL RIGHTS

The CONTRACTOR shall abide by the provisions of *Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination In Services Certification," Attachment F, hereunder.

9. COLLECTIVE BARGAINING CONTRACT

To comply with *California Department of Social Services Regulations, Section 23-610 (d) (22)*, the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Agreement.

10. COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Agreement effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 10.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

- 10.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.
- 10.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

11. COMPLIANCE WITH JURY SERVICE PROGRAM

11.1 Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in *Sections 2.203.010 through 2.203.090* of the Los Angeles County Code.

11.2 Written Employee Jury Service Policy.

Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (*Section 2.203.020 of the County Code*) or that Contractor qualifies for an exception to the Jury Service Program (*Section 2.203.070 of the County Code*), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into

any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

12. COMPLIANCE WITH LAWS

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. *California Welfare & Institutions Code*
2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulation Section*
4. *Social Security Act*
5. *State Energy and Efficiency Plan [Title 24, California Administrative Code]*
6. *Clean Air Act (Section 306, 42USC 1857 (h))*
7. *Clean Water Act (Section 508, 33USC 1368)*
8. *Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)*
9. *Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]*

The CONTRACTOR shall maintain all licenses required to perform the Agreement. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

13. COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

14. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement. The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment C, hereunder.

CONTRACTOR shall use records and information obtained from the COUNTY under this Agreement solely for providing services under this Agreement. CONTRACTOR shall not use such information and/or records for any other purpose.

By State law, including without limitation (*W&I Code, Section 10850 et seq., and 17006*), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

15. CONFLICT OF INTEREST/CONTRACT PROHIBITED

15.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Contract.

15.2 The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180,010, "Certain Contracts Prohibited,"* and that execution of the Contract will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment D, hereunder.

15.3 The CONTRACTOR represents and warrants that they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Contract.

15.4 No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

17. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18. CONTRACTOR'S EMPLOYEES

The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR, and the CONTRACTOR shall have the right to hire, suspend, discipline, or discharge the CONTRACTOR's personnel.

18.1 The CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

18.2 The personnel provided by the CONTRACTOR shall at a minimum be able to meet the minimum qualifications as stated in the Statement of Work, Sect. 1.3.2.

19. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The CONTRACTOR acknowledges that the COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Child Support Services Department (CSSD) will supply the CONTRACTOR with the poster to be used.

20. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the COUNTY's Child Support Compliance Program (*County Code Chapter 2.200*) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (*42 USC Section 653a*) and California Unemployment Insurance Code *Section 1088.5*, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure *Section 706.031* and Family Code *Section 5246(b)*.

21. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible Contractors.

21.1 The CONTRACTOR is hereby notified that, in accordance with *Chapter 2.202* of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three

(3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

21.2 The COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

21.3 If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

21.4 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment.

If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

21.5 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

21.6 These terms shall also apply to subcontractors of the COUNTY Contractors.

22. COUNTY LOBBYISTS

The CONTRACTOR and each COUNTY Lobbyist or the COUNTY Lobbying firm as defined by *Los Angeles County Code Section 2.160.010*, retained by the CONTRACTOR, shall fully comply with *County Lobbyist Ordinance, Chapter 2.160 of the Los Angeles County code*. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or the COUNTY lobbying firm retained by the CONTRACTOR to fully comply with *County Lobbyist Ordinance* shall constitute a material breach of this Agreement upon which the COUNTY may immediately terminate or suspend this Agreement.

23. COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

24. COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

25. DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

26. DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Agreement within the following conditions:

- 26.1 The CONTRACTOR shall develop all publicity material in a professional manner.
- 26.2 During the course of performance on this Agreement, the CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA.

In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

26.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Paragraph 26 shall apply.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of the CONTRACTOR's failure to comply with the foregoing.

28. EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

28.1 Are covered by an effective Injury and Illness Prevention Program.

28.2 Receive all required general and specific training.

29. FISCAL ACCOUNTABILITY

CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with the cost *Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and OMB A-110 Uniform Administration Requirements for Grants and Agreements with Institutions of Higher Education, hospitals and other non-profit organizations.*

30. FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Agreement upon any event which

renders performance impossible. In such case, the COUNTY shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

31. GOVERNING LAW, JURISDICTION AND VENUE

31.1 This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

31.2 Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or any other law which occurs after the effective date of this Agreement.

31.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

32. GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or COUNTY research personnel, in addition to departmental contracting staff, may observe performance activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

33. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Agreement.

34. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

35. INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Agreement, the CONTRACTOR shall provide and maintain and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at the CONTRACTOR's own expense.

- A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the ***Department of Public Social Services, 12900 Crossroads Parkway South, 2nd Floor, City of Industry, California 91746, Attention: Sandi Mitchell, Director, Contract Management Section III***, prior to commencing services under this Agreement. Such certificates or other evidence shall:

Specifically identify this Agreement.

Clearly evidence all coverage required in this Agreement.

Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.
- C. **Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Agreement upon which the COUNTY may immediately terminate or suspend the Agreement. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR,

the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

- D. **Notification of Incidents, Claims or Suits:** The CONTRACTOR shall report to the COUNTY:

Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Agreement.

Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Administrator.

Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Agreement.

- E. **Compensation for COUNTY Costs:** In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

- F. **Insurance Coverage Requirements for Subcontractors:** The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- (2) The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

35.1 **Insurance Coverage Requirements**

- A. **General Liability** insurance (written on ISO policy form CG0001 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- B. **Workers' Compensation and Employer's Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- C. **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

36. LIQUIDATED DAMAGES

If the CONTRACTOR breaches Equal Employment Opportunity provisions as defined in Section 38 hereunder, the COUNTY will have a claim for the sum specified in Section 38.7, to be paid by the CONTRACTOR in accordance with the Agreement as liquidated damages. This section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Agreement, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Agreement as agreed to herein.

37. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT LANGUAGE

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

38. NONDISCRIMINATION IN EMPLOYMENT

38.1 The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor*

Regulations, 41 CFR, Part 60). The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

- 38.2 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 38.3 The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status or political affiliation.
- 38.4 The CONTRACTOR shall allow the COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 38 when so requested by the COUNTY.
- 38.5 The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age, or condition of disability. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.
- 38.6 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Agreement. While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Agreement.
- 38.7 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Agreement, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Agreement.

38.8 The CONTRACTOR shall sign the form "Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification," Attachment E, hereunder.

39. NOTICES

39.1 Notice of Delays

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

39.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

39.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.

39.4 Notice to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business:

**David Asher, Consultant
Greater Avenues for Independence (GAIN) &
General Relief Opportunities for Work (GROW)
9525 Imperial Highway
Downey, CA 90242-3009**

39.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

**Sandi Mitchell, Director
Contract Management and Monitoring Division
12900 Crossroads Parkway South, 2nd Floor,
City of Industry, California 91746**

39.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

39.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

40. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015* (Attachment J, hereunder).

41. OWNERSHIP OF DATA/EQUIPMENT

The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Agreement. The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Agreement.

42. PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the COUNTY and all materials, data, reports and other information of any kind developed by the CONTRACTOR under this Agreement are confidential to and are solely the property of the COUNTY.

The CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions in this Paragraph 42, shall survive the expiration or other termination of this Agreement.

- 42.1 Recognizing that the COUNTY has no way to safeguard trade secrets or proprietary information, the CONTRACTOR shall, and does, hereby keep and hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by the COUNTY of trade secrets and proprietary information.

The COUNTY shall not require the CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by the COUNTY to successfully complete the services under the Agreement.

- 42.2 The COUNTY shall not require the CONTRACTOR to provide any information that is proprietary to it, provided, however, that if the COUNTY requests the CONTRACTOR proprietary information in order to successfully complete the services under this Agreement, the CONTRACTOR shall mark such information "PROPRIETARY" and the COUNTY shall limit reproduction and distribution to the minimum extent consistent with the COUNTY's need for such information, and, when the COUNTY no longer needs such information, but in no event later than expiration or other termination of this Agreement, the COUNTY shall either (1) cause all copies of such information to be returned to the CONTRACTOR, or (2) certify to the CONTRACTOR that all copies of such information have been destroyed.

43. RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Paragraph 44, Records Retention and Inspection, herein below.

44. RECORDS RETENTION AND INSPECTION

The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Agreement at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Agreement, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

- 44.1 Other required documents to be retained include, but not limited to:

Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs and employee timesheets.

Confidentiality Agreements: Contractor Employee Acknowledgment and

Confidentiality Agreement signed forms (Attachment C).

Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to the CONTRACTOR's profession.

Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide them to the CONTRACTOR for retention.

44.2 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

1. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles County for examination by the COUNTY.
2. Failure on the part of the CONTRACTOR to comply with the provisions of this Paragraph 44 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.

45. RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Program.

46. REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within twenty-four (24) hours.

47. RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

48. SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Attachment K of this Agreement.

49. SUBCONTRACTING

COUNTY authorizes CONTRACTOR to subcontract for the Vocational/Career Assessment Services and Learning Disabilities Evaluations required in Attachment A, Statement of Work, Section 5.3, Vocational/Career Assessment Services Requirements; Section 5.4, Learning Disabilities Evaluation Services Requirements.

49.1 CONTRACTOR may amend with COUNTY's prior approval, previously approved subcontracts for Vocational Assessment Services to add Learning Disabilities Evaluation Services. Adding of Learning Disabilities Services to these subcontracts may only be done if subcontractor has staff that meet the requirements to conduct Learning Disabilities Evaluation Services.

50. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 19, the CONTRACTOR's Warranty of Adherence to the COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Paragraph 52 Termination For Default of the CONTRACTOR.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the Enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's *L.A's Most Wanted: Delinquent Parents* poster in a prominent position at the CONTRACTOR's place of business. County's Child Support Services Department (CSSD) will supply the CONTRACTOR with the poster to be used.

51. TERMINATION FOR CONVENIENCE OF THE COUNTY

51.1 Performance of services under this Agreement may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a ten (10) calendar day, prior written Notice of Termination.

The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

- 51.2 If, during the term of this Agreement, the COUNTY funds appropriated for the purposes of this Agreement are reduced or eliminated, the COUNTY may immediately terminate this Agreement upon written notice to the CONTRACTOR.
- 51.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
 - 1. Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
 - 2. To the extent possible, continue to perform, as required by this Agreement, until the effective date of termination.
- 51.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.
- 51.5 Upon termination of this Agreement, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
- 51.6 Upon termination of this Agreement, the CONTRACTOR shall comply with the provisions of Paragraph 44, Records Retention and Inspection, herein above.
- 51.7 Subject to the provisions of Subparagraph 51.3 above, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph 51. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

52. TERMINATION FOR DEFAULT OF THE CONTRACTOR

- 52.1 The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
1. If the CONTRACTOR fails to perform the services within the time specified or, with prior COUNTY approval, any extension thereof.
 2. If the CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.
- 52.2 In the event the COUNTY terminates this Agreement in whole or in part as provided in this Paragraph 52, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or
- 52.3 If, after giving Notice of Termination of this Agreement under the provisions of this Paragraph 52, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Paragraph 52 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Paragraph 51, Termination For Convenience of the COUNTY, herein above.
- 52.4 Upon termination of this Agreement, the CONTRACTOR shall adhere to the termination provisions of Paragraph 51 herein above.

53. TERMINATION FOR IMPROPER CONSIDERATION

- 53.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 53.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or

to the County Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

53.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

55. TIMELY COMPLETION

Time is of the essence in the provision and completion of service and work as stipulated in this Agreement, as is the conveyance of reporting deliverables to the COUNTY as also stipulated in this Agreement.

56. VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

57. VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

58. WAIVER

No waiver of a breach of any provision of this Agreement by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

59. WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

This Contract by and between Los Angeles County Office of Education and the County of Los Angeles Department of Public Social Services is made and entered into this, _____ day of _____, 2003.

COUNTY OF LOS ANGELES

By: _____
Bryce Yokomizo, Director
Department of Public Social Services

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy County Counsel

LOS ANGELES COUNTY OFFICE OF EDUCATION

By: _____
Dennis R. Welsh,
Assistant Superintendent of Business Services

ATTACHMENT A
STATEMENT OF WORK
AND
TECHNICAL EXHIBITS

ATTACHMENT A
STATEMENT OF WORK AND TECHNICAL EXHIBITS
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STATEMENT OF WORK

1.0 General

1.1 Scope of Work

CONTRACTOR shall provide all management/administrative services necessary for provision of vocational/career assessments for GAIN and GROW participants referred by the COUNTY and for learning disabilities services for GAIN participants referred by the COUNTY. Learning Disabilities Services shall be structured according to a two-tier system consisting of: a) TIER I: Evaluations With and Without Accommodations and b) TIER II: To be established by amendment after this Contract takes effect. These services shall include, but are not limited to, continuous development and maintenance of a current inventory of individual assessors and evaluators (direct service providers) via subcontracts with private and/or public firms/agencies, training and monitoring of contractor and/or subcontractor personnel, submission of required reports, invoicing, support resolution of subcontractor invoice problems, and provision of a liaison to work with the COUNTY and direct service providers.

Invoicing, accounting, management and monitoring reporting, and assessment data entries for the GROW program are to be maintained separately from GAIN and are to be bound by the provisions specified in Section VI, Further Terms and Conditions.

- 1.1.1 CONTRACTOR shall act in the role of intermediary and subcontract with direct service providers to perform the GAIN/GROW vocational/career assessments and learning disabilities evaluations.
- 1.1.2 CONTRACTOR shall be prepared to assure the provision of all intermediary and direct services described in this Agreement.
- 1.1.3 CONTRACTOR shall solicit bids as needed for subcontracted direct services via an open, competitive bid process, unless otherwise stated in this Agreement. See Section VI, Further Terms and Conditions, Paragraph 49, Subcontracting.

1.2 Key COUNTY Personnel

1.2.1 COUNTY Contract Administrator (CCA)

- 1.2.1.1 The CCA or designee has full authority to assure CONTRACTOR'S performance in the daily operation of this agreement.
- 1.2.1.2 The CCA shall provide direction to CONTRACTOR in areas relating to policy, information requirements and procedural requirements.
- 1.2.1.3 The CCA shall negotiate with CONTRACTOR on changes in service requirements according to Section VI. Paragraph 6, Changes and Amendments of Terms.

- 1.2.1.4 The CCA is not authorized to make any changes to the terms and conditions of this Agreement and is not authorized to obligate the COUNTY in any way whatsoever.
- 1.2.1.5 The CCA or designee shall be responsible for insuring that the technical standards and requirements of this Contract are met, and for evaluating the CONTRACTOR'S performance under this Agreement.
- 1.2.1.6 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time this Agreement is awarded, and at any time thereafter a change of CCA is made.

1.3 Key CONTRACTOR Personnel

1.3.1 Contract Manager

CONTRACTOR shall provide a Contract Manager who will act as liaison with COUNTY and be responsible for the overall management and coordination of this Agreement. The Contract Manager, or alternate designated by CONTRACTOR, shall be available within twenty-four (24) hours of verbal notice from COUNTY.

- 1.3.1.1 The Contract Manager and alternate shall have full authority to act for the CONTRACTOR on all contract matters relating to the daily operation of this Agreement.
- 1.3.1.2 The Contract Manager and any alternate shall be identified in writing prior to contract award and at any time thereafter a change of Contract Manager or alternate is made.

1.3.2 CONTRACTOR Staff Requirements

CONTRACTOR shall provide staff with professional background, experience and expertise to provide the work products required in this Statement of Work. All personnel shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.4 Quality Control

CONTRACTOR shall establish and maintain a COUNTY-approved Quality Control system, which is CONTRACTOR'S internal inspection and review of Intermediary CONTRACTOR'S services, as specified in Technical Exhibit 1, Performance Requirements Summary. Under this system CONTRACTOR, at a minimum, will do the following:

- 1.4.1 Ensure that all CONTRACTOR reports provide acceptable data as required by this Agreement.
- 1.4.2 Provide assurance that CONTRACTOR is in compliance with the provisions of this Agreement.
- 1.4.3 Maintain a file of the results of all quality control efforts and all corrective actions.
- 1.4.4 CONTRACTOR shall use a Participant Questionnaire in a format approved by the COUNTY to obtain feedback on the GAIN/GROW assessment process. CONTRACTOR shall send a summary of the responses to the Participant Questionnaire to COUNTY as

part of the monthly management report. CONTRACTOR shall also resolve any problems reported on the Participant Questionnaire.

- 1.4.5 CONTRACTOR shall take all necessary action to support resolution of assessor invoice problems identified by the CONTRACTOR, assessors, and/or COUNTY. COUNTY shall provide a liaison at the GAIN regional offices to work on problem invoices submitted by CONTRACTOR.

1.5 Subcontract Monitoring

CONTRACTOR shall monitor assessment and learning disabilities evaluations service providers for contract compliance and quality of services. CONTRACTOR shall develop and submit, within twenty (20) business days of this Amendment, its subcontractor monitoring plan for COUNTY's approval. All changes to the approved monitoring plan shall be submitted to COUNTY for approval before such changes are implemented by CONTRACTOR. CONTRACTOR shall also be responsible for notifying any subcontracted learning disabilities specialists that they must be available to attend any State Hearings requested by participants, if necessary.

- 1.5.1 CONTRACTOR shall utilize the following monitoring methods:

- Random sampling
- 100% review
- User Complaints
- Review of participant service reports
- On-site observation
- Participant surveys, and/or
- Information, reports or data which may be provided by COUNTY.

- 1.5.2 At a minimum, CONTRACTOR shall monitor all subcontractors at least once each quarter. All new subcontractors shall be monitored on a monthly basis for the first six (6) months. After that, if subcontractors' performances are acceptable, monitoring can be reduced to a quarterly basis. Subcontractors who have exceeded the allowable error rate set forth in the approved monitoring plan shall be monitored monthly until their performance is within the allowable error rate for three (3) consecutive months, after which monitoring may be reduced to a quarterly basis.

All learning disabilities services shall be monitored monthly for the first three (3) months of this Contract. After that, if subcontractors' performances are acceptable, monitoring can be reduced to a quarterly basis. Subcontractors who have exceeded the allowable error rate set forth in the approved monitoring plan shall be monitored monthly until their performance is within the allowable error rate for three (3) consecutive months, after which monitoring may be reduced to a quarterly basis.

- 1.5.2.1 CONTRACTOR shall maintain the results of all monitoring efforts and all corrective actions taken.

- 1.5.2.2 CONTRACTOR shall provide a quarterly report of monitoring results to COUNTY's County Contract Administrator (CCA), for all contractors.

- 1.5.2.3 CONTRACTOR shall submit a monthly monitoring report for GAIN/GROW to CCA by the 25th calendar day of each month. The report shall include a summary of all monitoring findings of subcontractors and shall include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.

1.6 Quality Assurance

- 1.6.1 COUNTY shall monitor the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in the Performance Requirement Summary, or any other such procedures as may be necessary to ascertain that the CONTRACTOR is in compliance with this contract.
- 1.6.2 Performance evaluation meetings shall be held jointly by COUNTY and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued, a meeting shall be held within five (5) business days, or sooner, at the discretion of the CCA.

1.6.3 Contract Discrepancy Reports

Verbal notification of a contract discrepancy will be made to the Contract Manager or alternate as soon as possible whenever a contract discrepancy is identified. When possible, the problem shall be immediately resolved by the Contract Manager.

The CCA will determine whether a formal Contract Discrepancy Report (see Technical Exhibit 2) shall be issued.

If a Contract Discrepancy Report is issued, it will be hand delivered (or mailed via U.S. Certified Mail) to the Contract Manager or alternate, who will sign for receipt.

Upon receipt of this document, CONTRACTOR is required to respond in person and/or in writing to the CCA within ten (10) business days, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

- 1.6.4 The minutes of all Performance Evaluation Meetings shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the minutes he/she shall submit a written statement to the CCA, within ten (10) business days from the date of receipt of the signed minutes. Failure to do so shall result in the acceptance of the minutes as written. Should the CCA disagree with the Contract Manager's timely written response, any disagreement shall be taken up to the next level in the chain of command.

1.7 Government Observations

Federal, State and/or COUNTY personnel, in addition to departmental contracting staff, may observe performance, activities, documents under this Agreement at any time during normal working hours. However, personnel may not unreasonably interfere with CONTRACTOR's performance.

1.8 Attendance at and Notice of Meetings

CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five (5)

business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days' advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.9 Communication

COUNTY will notify CONTRACTOR orally and with written confirmation upon COUNTY's identification of any problems in CONTRACTOR'S performance of this Agreement. CONTRACTOR shall respond in writing to COUNTY'S inquiries within five (5) business days clarifying the stated problem(s) or confirming corrective action to COUNTY'S satisfaction.

1.10 Hours of Operation

CONTRACTOR shall be available to provide services to COUNTY during normal business hours, Monday through Friday from 8:00 a.m. - 5:00 p.m. To accommodate participants, vocational/career and community service assessments and learning disabilities evaluations may be conducted in evening hours from 5:00 p.m. to 9:00 p.m., Monday through Friday or on Saturday from 8:00 a.m. to 5:00 p.m.

CONTRACTOR is not required to provide services on COUNTY recognized holidays and County Superintendent of Schools approved holidays. The CCA will provide a list of COUNTY holidays to CONTRACTOR when this Agreement is approved and prior to subsequent calendar years. Contract Manager will provide a list of CONTRACTOR holidays to COUNTY when the agreement is approved and prior to subsequent calendar years.

STATEMENT OF WORK

2. Definitions

2.1 CalWORKs

Acronym for “California Work Opportunity and Responsibility to Kids” which is the State of California’s time-limited federal TANF assistance program for needy families designed to assist them transition from welfare to self-sufficiency.

2.2 Case Management

The coordination of services and activities, beginning with Orientation, and including but not limited to: assessing the GAIN participant’s employability and need for supportive services; developing the Welfare-to-Work plan with the GAIN participant; attendance and progress in welfare-to-work activities; identifying and authorizing supportive services; making a recommendation of cause for failure to participate; referring the GAIN participant to community resources for welfare-to-work activities, counseling and assisting in accessing community resources and resolving problems; documenting case activity in the physical and electronic case file; and completing other required documents. These services are provided by the COUNTY and/or contracted case management Staff.

2.3 County Office of Education

The Los Angeles County Office of Education (LACOE) serves as the intermediate agency between the California Department of Education and the 95 school districts in Los Angeles County. The intermediary services contract for GAIN Vocational Assessment will be coordinated by the Career Workforce Development (CWD) Division.

2.4 Development Activities

Those activities necessary for CONTRACTOR to assess, develop, and implement the Learning Disabilities Program.

2.5 Diagnosis

A “diagnosis” is the formal identification of the specific nature of a learning disability and/or co-existing disorder that could extend beyond the testing and measuring of aptitudes, performance, and vocational interests that are associated with a learning disabilities evaluation. A diagnosis may only be performed by a highly-trained/qualified individual such as a psychologist, clinical psychologist, school psychologist, or psychiatrist. If the participant needs an exemption from Welfare-to-Work participation, only this level of staff can grant it.

2.6 Direct Services

The GAIN/GROW vocational/career assessment services, the learning disabilities evaluation, and the learning disabilities diagnosis services that are provided directly to the participants.

2.7 Evaluation

An “evaluation” is the process of determining whether or not an individual has learning disabilities and/or other co-existing disorders.

2.8 Evaluations With Accommodations

Learning disabilities evaluations which result in the need for accommodations in order for participants to function in their Welfare-to-Work activities.

2.9 Evaluations Without Accommodations

Learning disabilities evaluations that do not require accommodations for the participants to function in their Welfare-to-Work activities.

2.10 Full-Time Employment

Working at least thirty-two (32) hours per week for a single head of household and thirty-five (35) hours per week for a two-parent household, in a job which pays a salary that at least equates to the federal minimum wage, or the State minimum wage, whichever is higher.

2.11 GAIN

Acronym for "Greater Avenues for Independence," a program established on September 26, 1985 with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs participants in obtaining unsubsidized employment.

2.12 GAIN COUNTY Plan

A document approved by the Los Angeles COUNTY Board of Supervisors, and certified as complete by the California Department of Social Services (CDSS), which provides local planning activities and implementation of CalWORKs program components in Los Angeles County.

2.13 GAIN Employment Activity and Reporting System (GEARS)

The automated data management system used to support the GAIN Program in Los Angeles County by tracking participants, authorizing payments, generating reports, maintaining inventories of available resources, and providing program monitoring data.

2.14 GAIN Participants

TANF/CalWORKs applicants/recipients who COUNTY has determined to be eligible for participation in the GAIN Program.

2.15 General Educational Development (GED) Level

The educational level attained through formal or informal learning that is required for a person to perform satisfactorily on the job. This measure is not related to job specific information.

2.16 General Relief (GR)

General Relief is cash assistance to indigent adults not qualifying for other state/federal programs.

2.17 GROW

Acronym for the General Relief Opportunities for Work program, a locally funded program that provides employment and training services to help employable GR participants obtain a job and become self-sufficient.

2.18 GROW Computer System

The electronic data processing system used by DPSS for GROW participant tracking, reporting, payments, and interface with various GROW/GAIN contractors.

2.19 GROW Participants

General Relief recipients who DPSS has determined to be eligible for participation in the GROW Program.

2.20 Intermediary Contractor

A private or public vendor contracting with Los Angeles County to administer subcontracts with Service Providers.

2.21 Labor Market Information (LMI)

A users' guide that is created, maintained and updated by the California Employment Development Department's (EDD) Labor Market Information Division to assist in gathering labor market information. Information available on LMI is used by DPSS and its contractors to develop education and training resources. LMI may be accessed through the internet at www.calmis.ca.gov.

2.22 Learning Disabilities

A heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning or mathematical abilities. These disorders are intrinsic to the individual and presumed to be central nervous system dysfunction. Even though a learning disability may occur concomitantly with other handicapping conditions (e.g., sensory or mental impairment); or environmental retardation, social and/or emotional disturbance influences (e.g., cultural differences, insufficient/inappropriate instruction, psychogenic factors); it is not the direct result of those conditions or influences.

These disorders interfere with the participant's ability to obtain or retain employment or enter and participate in the CalWORKs program.

2.23 Learning Disabilities Evaluations Service Providers

A private or public vendor providing learning disabilities evaluations services directly to GAIN participants. Providers will have a subcontract with CONTRACTOR. These vendors will be added to the inventory of service providers by the CONTRACTOR. These vendors may or may not be the same vendors providing vocational assessment services.

2.24 Monthly Management Report (MMR)

A group of reports (GAIN/GROW) provided monthly to the CCA by the CONTRACTOR's Contract Manager. The MMR provides details of the Contract functions performed. Format and content of the management report must be approved by COUNTY.

2.25 Management Services

Management Services encompasses all of the administrative duties required of CONTRACTOR to implement this contract including, but not limited to, subcontracting, monitoring, auditing, submitting required reports, invoicing, and providing liaison services and technical assistance to COUNTY and Service Providers.

2.26 Occupational Employment Statistics (OES)

An occupational classification system based on annual surveys conducted by the Department of Labor.

2.27 Part-Time Employment

Working a minimum of twenty (20) hours and less than thirty-two (32) hours per week for a single parent household, or under a total of thirty-five (35) hours per week for a two-parent household, in a job for wages which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

2.28 Performance Requirements Summary (PRS)

The document furnished by COUNTY (Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. COUNTY will be using the PRS in evaluating CONTRACTOR to assure that the Contract performance standards are met.

2.29 Post-Employment Services (PES)

Voluntary work-related supportive services available to CalWORKs GAIN participants working 32/35 hours per week, or former CalWORKs participants who have left cash assistance within a 12-month period due to earnings or employment. PES services include career assessment, education, training, mentoring, child care, transportation, and job retention services

2.30 Quality Assurance Surveillance Plan (QASP)

The plan developed by COUNTY, specifically for this contract, to monitor compliance with the contract.

2.31 Quality Control Program

All necessary measures taken by CONTRACTOR to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearances, completeness, consistency, and conformity.

2.32 Screening

Screening is the first step towards identifying individuals with suspected learning disabilities. It involves the use of a recognized and validated learning disabilities screening tool administered

by the GAIN Services Worker. All participants who receive a score on the screening tool that indicates a possible learning disability will be referred for further evaluation and/or diagnosis.

2.33 Self-Sufficiency

A level at which GAIN participants have the skill and ability to be economically independent and have obtained a steady source of income that removes the need for welfare assistance.

2.34 Service Provision Plan

The plans developed by CONTRACTOR and approved by COUNTY to provide GAIN/GROW management services, direct vocational/career assessment services and learning disabilities evaluations.

2.35 Specific Vocational Preparation

The amount of time required by the typical worker in a particular occupation to learn the techniques, acquire the knowledge, and develop the facility needed for average performance in a specific job.

2.36 Statement of Work

A document that describes:

specific requirements for management services and deliverables associated with those services and;

the relationship that will exist between COUNTY and CONTRACTOR.

2.37 Supportive Services

Services available to GAIN/GROW participants to enable them to participate in GAIN/GROW activities. The following are included under the Supportive Services umbrella: supplies and services as it refers to Mental Health, Substance Abuse and Domestic Violence. This term is also used to refer to funds authorized by the GSW/Contract Case Manager to cover services and supplies costs. Examples of services and supplies are: child care, transportation, tools, etc., made available to the GAIN participants by the COUNTY, which enable them to participate in GAIN activities and/or accept employment opportunities.

2.38 TANF

Acronym for "Temporary Assistance for Needy Families." Name of the federal welfare reform program which provides time-limited assistance to needy families and assists them to transition from welfare-to-work. TANF is known in California as CalWORKs.

2.39 Vocational Assessment Service Providers

A private or public vendor providing vocational assessment services directly to GAIN/GROW Program participants. Providers will have a subcontract with CONTRACTOR. These vendors will be added to the inventory of service providers by CONTRACTOR.

2.40 Vocational Assessment

A comprehensive evaluation process consisting of a variety of formal and informal vocational assessment procedures whose purpose is to generate information useful to career guidance and planning of job training and placements for GAIN/GROW participants.

- 2.40.1 Vocational Assessment: It is the third component in the GAIN Flow. It is the process by which a professional assessor develops an individualized employment plan intended to lead a participant to employment based on the evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information.
- 2.40.2 Career Assessment: An assessment specifically tailored for GAIN participants working 32/35 hours per week or CalWORKs participants who have left cash assistance within the previous 12 month period due to earnings or employment and who have volunteered to receive post-employment services. Career assessment is also tailored for time limited employable GROW participants who are single adults. During this activity, a career plan is developed to assist participants retain their current job or to help them advance within their chosen occupation with the ultimate goal of achieving self-sufficiency.
- 2.40.3 Clinical Assessment: A professional evaluation of a participant's mental health or emotional problems that may limit or preclude successful participation in a welfare-to-work plan.
- 2.40.4 Comprehensive Community Service Assessment: Community Services Assessment is specifically tailored for GAIN participants who have had their 24-month clock expire and who are not meeting their 32/35 hours per week participation requirement through unsubsidized employment. This assessment requires the provider to conduct an evaluation and develop a new employment plan which includes community service referral and other related activities in order to satisfy the 32/35 hours requirement.
- 2.40.5 Full Assessment: A full assessment is a one and a half day activity (no less than eight (8) hours and not more than twelve (12) hours) by which all tests need to be completed. The participant and a professional assessor develop and agree on an individualized employment plan which may lead a participant to employment based on the evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information. Full Assessments are conducted during Vocational, Career and Community Services Assessment.
- 2.40.6 Partial Assessment: A partial assessment is an incomplete assessment due to minimal gathering of specific information and/or partial testing. The partial assessment shall include at minimum the following: vocational interview, interest inventories (a minimum of one), structure observation and behavior checklist, multi-aptitude test batteries (a minimum of one), work samples (optional). Partial assessments earn half the cost of a full-assessment.
- 2.40.7 Reassessment: An assessment conducted by a professional assessor when a GAIN participant remains unemployed after he/she completes his/her Welfare-to-Work employment plan or when special circumstances that were not identified during the original assessment process preclude the participant from completing the employment plan activities.

2.40.8 Third-Party Assessment: A partial assessment conducted when the original assessor and GAIN/GROW participant are unable to reach an agreement on the participant's employment/career plan.

2.41 Vocational Assessor

A qualified professional responsible for conducting the contract related assessments.

2.42 Welfare-to-Work Activity

The series of components that make up the Welfare-to-Work/GAIN Program. Components include but are not limited to: Orientation/Appraisal, Self-Initiated Program, Job Club/Job Search, Vocational Assessment, Post Assessment Activities and Post Employment.

2.43 Welfare-to-Work Division

A division within DPSS assigned the responsibility for administration of the GAIN/GROW program. This division is also responsible for the provision of technical assistance to contractors to ensure GAIN/GROW program requirements are met.

2.44 Workforce Investment Act

The Workforce Investment Act of 1998 provides the framework for a unique national workforce preparation and employment system designed to meet both the needs of the nation's businesses and the needs of job seekers and those who want to further their careers.

STATEMENT OF WORK

3. COUNTY Furnished Items

3.1 Equipment

- 3.1.1 COUNTY shall furnish and maintain for CONTRACTOR one GEARS computer terminal, one printer, one modem, and the necessary transmission line located at 9525 Imperial Highway, Downey, CA for purposes of this Agreement. This equipment remains the property of COUNTY. Upon termination of this Agreement COUNTY shall remove GEARS terminal, printer, modem and the transmission line.
- 3.1.2 COUNTY shall furnish and maintain for CONTRACTOR and each SUB-CONTRACTOR one GROW computer terminal, one printer, one modem, and the necessary transmission line at each of the direct service assessment sites and at 9525 Imperial Highway, Downey, CA for purposes of this Agreement. This equipment remains the property of COUNTY. Upon termination of this Agreement COUNTY shall remove GROW terminal, printer, modem and the transmission line from each site.
- 3.1.3 County shall install the GEARS System Software on existing GEARS of PC terminals located at each of the learning disabilities evaluator sites. County shall provide maintenance, repair and/or replacement, as necessary. The software remains the property of DPSS. Upon termination of this agreement, DPSS shall remove the software.

3.2 Maintenance Repair and Replacement

- 3.2.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear, of the GEARS/GROW computer terminals and printers.
- 3.2.2 COUNTY shall be responsible for all expenses, such as rewiring and telephone circuit rerouting, for the relocation of GEARS/GROW equipment for changes/relocations initiated by County.

3.3 Material

- 3.3.1 COUNTY shall furnish CONTRACTOR with necessary updated GEARS/GROW instructional material and security information.
- 3.3.2 When requested by CONTRACTOR, COUNTY shall furnish CONTRACTOR with video training tapes for child abuse, elder/dependent adult abuse, civil rights and cultural awareness training.
- 3.3.3 When requested by CONTRACTOR, COUNTY shall furnish any updates to DPSS Operations Handbook Section 21 and State Manual Section 21-203.2 on Civil Rights Investigations, State Manual Section 23-600 on purchase of service, State Manual Chapter 20-000 on welfare fraud, Los Angeles Penal Code 11167.5 on Child Abuse and DPSS Administrative Directive 2898, dated 10/14/87 on elder abuse.
- 3.3.4 COUNTY shall furnish CONTRACTOR with nondiscrimination in services posters.
- 3.3.5 COUNTY shall furnish CONTRACTOR the updates to the GAIN COUNTY plan as approved by COUNTY.

3.3.6 When requested by CONTRACTOR, COUNTY shall furnish CONTRACTOR with a listing of persons/firms identified by COUNTY as interested in providing GAIN/GROW vocational assessment services.

3.3.7 When requested by CONTRACTOR, COUNTY shall provide CONTRACTOR forms on which to document assessment results for return to COUNTY. The need for these forms from COUNTY shall be minimal as assessors adapt the forms to their computer systems.

3.3.7.1 For GAIN: GN 6013 and GN 6014 and GN 6007.

3.3.7.2 For GROW: ABP 1607, ABP 1608 and ABP 1609.

3.3.8 When requested by CONTRACTOR, COUNTY shall provide CONTRACTOR with Barriers to Employment Screening forms.

3.4 Service

3.4.1 COUNTY shall furnish GAIN "train the trainer" training as appropriate for new CONTRACTOR staff only if there is no one on CONTRACTOR's staff who was previously trained.

3.4.2 COUNTY shall provide Barriers Screening Training for CONTRACTOR and direct service staff on a continuing basis.

STATEMENT OF WORK

4. CONTRACTOR Furnished Items

4.1 Facilities

CONTRACTOR shall furnish all facilities necessary to perform all services required by this contract.

4.2 Equipment and Supplies

4.2.1 CONTRACTOR shall furnish all equipment and supplies necessary to perform all services required by this agreement, except as stated in Attachment A, Section 3.

4.2.2 CONTRACTOR shall obtain in COUNTY'S name, for this agreement, all equipment necessary to perform all services required by this agreement, in accordance with the COUNTY-approved CONTRACTOR'S budget, Attachment B. CONTRACTOR shall provide COUNTY inventories of said equipment. COUNTY shall be the sole owner of the equipment. CONTRACTOR must return all equipment to county upon termination of this Contract.

4.3 Services

4.3.1 CONTRACTOR shall provide all security for GEARS computer terminal and computer access, to ensure that the equipment is secure and confidentiality is maintained. Security measures must be approved by COUNTY computer services staff.

4.3.2 CONTRACTOR shall furnish orientation training and GAIN/GROW update training for staff who have direct contact with the GAIN/GROW participants.

4.4 Materials

CONTRACTOR shall furnish and conspicuously post Equal Employment Opportunity posters in the work and service area.

4.5 Maintenance Repairs and Replacement

4.5.1 CONTRACTOR shall be responsible for repair and replacement costs for all GEARS and GROW equipment damaged due to CONTRACTOR'S abuse or carelessness, as determined by COUNTY.

4.5.2 CONTRACTOR shall be responsible for all expenses, such as rewiring and telephone circuit rerouting, for the relocation of GEARS/GROW equipment if the relocation is not required by COUNTY.

STATEMENT OF WORK

5. Specific Tasks

5.1 Management Services

CONTRACTOR shall subcontract with Service Providers, who will provide direct vocational/career assessment services for GAIN/GROW participants; in addition, CONTRACTOR shall provide learning disabilities evaluations services to GAIN participants. CONTRACTOR shall comply with the Los Angeles County Plan and updates, as approved by the Board of Supervisors and the California Department of Social Services.

5.2 Intermediary Functions

CONTRACTOR shall act as intermediary between vocational assessment service providers, learning disabilities evaluations service providers and COUNTY.

5.2.1 CONTRACTOR shall recruit and maintain sufficient subcontractors for ongoing provision of assessment services to GAIN/GROW participants and learning disabilities evaluations services directly to GAIN participants. Subcontractors must be acceptable to DPSS Director and subcontracts will include the direct service provider requirements as specified in Section 5.3.

5.2.1.1 CONTRACTOR shall solicit bids for subcontracted direct services through the open competitive bid process.

5.2.1.2 In awarding subcontracts, CONTRACTOR shall give a higher evaluation to service providers who offer the following:

5.2.1.2.1 Special support systems offered to help GAIN/GROW participants.

5.2.1.2.2 Assessment sites that are easily accessible by public transportation or in mobile units at COUNTY approved facilities, if feasible.

5.2.1.2.3 Availability of assessment administration between 8:00 a.m. and 9:00 p.m. Monday through Friday, and 8:00 a.m. - 5:00 p.m. on Saturdays with the flexibility to meet the participants' child care needs.

5.2.1.2.4 Provision of on-site child care services during administration of assessments.

5.2.1.2.5 Service providers should also receive additional points for time they have been conducting GAIN/GROW assessments.

5.2.2 The CONTRACTOR, using COUNTY provided materials, shall ensure that all contract employees who work directly with GAIN/GROW participants receive an orientation program within thirty (30) calendar days after they start employment. The program shall, at a minimum, include:

5.2.2.1 Introduction to the GAIN/GROW Program;

- 5.2.2.2 Cultural awareness training;
- 5.2.2.3 Child/Elder abuse awareness and reporting training;
- 5.2.2.4 Training on how to screen, identify and assist participants in coping with and overcoming specific barriers to employment by recommending mental health, substance abuse and domestic violence supportive services and refer participants back to the GAIN/GROW Services Worker for a clinical assessment referral/domestic violence services.
- 5.2.3 CONTRACTOR shall develop and continuously update and maintain COUNTY's Inventory of Assessment Service Providers in Los Angeles County, using the GEARS/GROW computer terminal. The following information and any other data that may be required will be included in the inventory:
 - 5.2.3.1 Name of institution where assessments will be conducted;
 - 5.2.3.2 Address of institution where assessments will be conducted;
 - 5.2.3.3 Contact person and telephone number;
 - 5.2.3.4 Language capabilities available through each institution;
 - 5.2.3.5 Location of assessment services sessions;
 - 5.2.3.6 Additions, deletions or other changes to the above information shall be entered into the GEARS service provider inventory within five (5) workdays of the change;
 - 5.2.3.7 CONTRACTOR shall notify COUNTY of any changes pertaining to Subcontractors within 24 hours of change.
- 5.2.4 CONTRACTOR shall provide, at COUNTY's request, a copy of CONTRACTOR's single audit, that meets federal requirements and may be substituted for State mandated contract audit.
- 5.2.5 CONTRACTOR shall monitor assessment service providers for contract compliance and quality of services, as determined by CONTRACTOR and approved by COUNTY. Findings shall be documented in CONTRACTOR's monitoring report to COUNTY.

The report shall include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.
- 5.2.6 CONTRACTOR shall determine assessor qualifications with COUNTY approval.
- 5.2.7 CONTRACTOR shall work to identify sufficient service providers to provide vocational/career assessments in the languages specified by COUNTY with a 60-day notice to CONTRACTOR.
- 5.2.8 CONTRACTOR shall provide a liaison available to assessment providers during COUNTY business hours. CONTRACTOR is not required to provide this service on COUNTY recognized holidays and Los Angeles County Office of Education approved holidays.
- 5.2.9 CONTRACTOR shall ensure that assessment providers have a liaison at the assessment service providers locations. Liaison shall be available to CONTRACTOR

and COUNTY, between 8:00 a.m. and 5:00 p.m. during the regular COUNTY work days of Monday through Friday. The only exception to this is for assessment providers located at school sites and which have to abide by school holidays.

- 5.2.10 CONTRACTOR shall resolve problems and complaints identified by COUNTY which may affect the provision of services to GAIN/GROW participants. If immediate resolution by the assessment service providers is not possible, a plan to resolve problems or complaints will be implemented by the CONTRACTOR and COUNTY notified, within five (5) business days from notice of problem. A copy of resolutions should be sent to CCA.
- 5.2.11 CONTRACTOR shall resolve procedural problems identified by assessment service providers, which may affect the provision of services to GAIN/GROW participants. If immediate resolution is not possible, a plan to resolve problems shall be implemented and service providers notified within five (5) business days.
- 5.2.12 CONTRACTOR shall ensure that Equal Employment Opportunity and Nondiscrimination In Services notices are posted in all CONTRACTOR and Service Provider facilities, where they are easily accessible to contract employees and GAIN/GROW participants. Nondiscrimination in Services notices shall be furnished by COUNTY.
- 5.2.13 CONTRACTOR shall investigate civil rights complaints from GAIN/GROW participants against Service Providers. Investigations shall be done as specified in DPSS Operations Handbook Section 21, and shall ensure compliance with this Agreement, Section VI, Paragraph 8 . COUNTY reserves the right to review or reinvestigate CONTRACTOR'S findings. COUNTY will investigate civil rights complaints from participants against CONTRACTOR. CONTRACTOR shall complete the GAIN/GROW intermediary CONTRACTOR Civil Rights Complaint Activity Report, Technical Exhibit 3, for each month a complaint is pending, and send the report to the CCA as part of the Monthly Management Report. Civil Rights Complaint of Discriminatory Treatment (DPSS form GN 6048) and investigation findings should be sent directly to: DPSS Appeals and State Hearings Section, 3833 South Vermont Avenue, 4th Floor, Los Angeles, CA 90037.
- 5.2.14 CONTRACTOR shall send the following:
 - Monthly Invoice, as illustrated in Attachment H, to the CCA on or before the fifteenth (15th) calendar day of each month. The invoice amount shall be for 1/12th of the annual contract maximum amount.
 - A Quarterly Reconciliation Invoice, as illustrated in Attachment I, to the CCA within thirty calendar days following the end of each quarter, except the reconciliation invoice for the last quarter of each fiscal year, which shall be sent within sixty (60) calendar days following the end of the quarter.
 - A Monthly Management Report, in a format approved by COUNTY, to the CCA by the 25th day of each month for the previous month's management activities for GAIN and GROW.
- 5.2.15 CONTRACTOR shall ensure that a Confidentiality Agreement, as illustrated in Attachment C, is signed and a copy is on file for each contract employee prior to that employee starting work on this Agreement.

5.2.16 CONTRACTOR shall coordinate all efforts between WIA agencies and GAIN to ensure that the assessment process is not duplicated. The objective here is to encourage development of common assessment and resultant service delivery efforts.

5.3 Vocational/Career Assessment Services Requirements

The following requirements shall be met by assessment service providers conducting GAIN/GROW vocational/career assessments for GAIN/GROW participants.

5.3.1 CONTRACTOR shall ensure assessment services providers provide participants with an orientation to the assessment program including information on the:

- Purpose of the GAIN/GROW Program
- Philosophy of the GAIN/GROW Program
- Goals of the GAIN/GROW Vocational Assessment Program
- Goals of the GAIN/GROW Career Assessment Program

5.3.2 The assessment provider shall utilize four (4) major assessment methods, approved by the COUNTY, during the information gathering and testing phase of the assessment.

These methods include:

-Vocational interviews are used for two basic purposes:

a) Using a structural interview format, assessors will gather and define relevant vocational information about participants' educational and work experience, vocational interest, employment goals, hobbies and personal needs. During this process, participants are given the opportunity to discover and clarify important information pertaining to their vocational potential.

b) These interviews help participants make realistic choices about employment and whether vocational training may be recommended. Given their skills levels, needs, and vocational preferences, participants learn about the options open to them within the parameters, focusing on immediate full-time or part-time employment.

-Vocational interest inventories: A list of questions about job titles, job-related objectives or activities. Individual responses will indicate preference for the titles, objectives or activities. These questionnaires use the "self-report" techniques, i.e., they require the individuals to describe their own characteristics, likes and dislikes. Occupational interest inventories should be available for participants with various levels of verbal skills.

-Educational competency tests: Educational competency evaluation procedures shall be used to determine the participant's work related reading and math skills

-Individual aptitude or multi-aptitude vocational tests: Multi-aptitude tests measure functional levels of basic work aptitudes, including cognitive, academic, perceptual, and fine motor skills.

Additional tests, to include the following if needed:

- Work-related temperament
- Work values
- Personality

- Work maturity
- Personal/social skills
- Work samples

Assessment instruments shall be unbiased regarding gender. Vocational assessors and career assessors for GAIN/GROW are to utilize additional behavioral tests and observational tools, approved by the County, to screen GAIN/GROW participants for the need of mental health, substance abuse and domestic violence services which would otherwise impair their abilities to find a job or a better job.

- For Community Service Assessments, the assessment service provider must conduct mandatory screening for any barriers to employment and develop a new employment plan which includes a community service referral and other related activities. The current employment status of the participant must be reviewed to determine whether the participant needs a partial or full assessment. Additionally, the recommend employment plan must include concurrent activities related to the community service activity if such activity is less than 32/35 hours per week.

For GROW participants, vocational assessors and career assessors are to utilize behavioral tests and observational tools, approved by the COUNTY, to screen GROW participants for the need of mental health and domestic violence services which would otherwise impair their abilities to find a job or a better job.

- 5.3.3 Specific test instruments utilized by the assessment service providers shall be approved by the CONTRACTOR.
- 5.3.4 The full assessment process provided by the assessment service provider shall not be less than eight (8) hours and not exceed twelve (12) hours. The partial-assessment process provided by the assessment provider or Third Party assessment shall not exceed six (6) hours.
- 5.3.5 The assessment service provider shall provide a liaison to COUNTY who will allow the Case Manager to confirm vacancies and appointment dates by telephone prior to participant referral. The assessment service provider/liaison shall be knowledgeable about the GAIN/GROW program, have authority to confirm appointments, and be available, at the assessment service providers locations, between 8:00 a.m. and 5:00 p.m. during the regular COUNTY business days of Monday through Friday. The only exception to this is for assessment providers located at school sites and which have to abide by school holidays.
- 5.3.6 Within one (1) workday of receipt of the telephone referral from the Case Manager, the assessment service provider shall confirm the assessment appointment. The appointment date shall be within seven (7) calendar days of the date the assessment provider received the assessment referral.
- 5.3.7 The assessment service provider shall complete and mail (via First Class U.S. Mail) the assessment results on a form specified by the COUNTY to the GAIN Case Manager within seven (7) business days from the date of the initial assessment appointment. This should ensure that the GAIN Case Manager receives the assessment within ten (10) business days of the initial assessment appointment.
 - 5.3.7.1 The assessment service provider shall complete and input the GROW assessment results within five (5) business days from the date of the initial assessment appointment. The GROW Case Manager shall receive plan via the GROW computer.

- 5.3.7.2 The assessment service provider shall send the completed, printed disposition form to GROW Case Manager on a weekly basis.
- 5.3.8 The assessment service provider shall obtain the assessment referral form from each GAIN/GROW participant.
 - 5.3.8.1 The assessment service provider shall complete the referral form confirming participant's attendance to assessment interview.
 - 5.3.8.2 Within five (5) business days of receipt of the referral form, the assessment service provider shall send (via First Class U.S. Mail) a copy of the completed referral form to the GAIN/GROW Case Manager.
 - 5.3.8.3 The assessment service provider shall retain the original completed referral form on file.
- 5.3.9 Upon confirmation of the GAIN/GROW participant's assessment appointment, the assessment service provider shall create an assessment file folder for each participant. This file folder shall include all critical documents related to the assessment process, including the GAIN/GROW participant's employment plan. A copy of the employment plan shall follow the GAIN/GROW participant through any subsequent reassessment, reevaluation, and/or third party assessment.
- 5.3.10 The assessment service provider shall notify the GAIN Case Manager in writing, on a form approved by the COUNTY, within three (3) business days, if the GAIN participant fails to show up for the initial assessment appointment or is asked to leave for reasons acceptable to the CONTRACTOR and the COUNTY.
 - 5.3.10.1 For GROW, the assessment provider shall update the GROW Computer system within two (2) workdays with a "no show" Status if the GROW participant fails to show for the initial assessment appointment or fails to cooperate with the assessor.
- 5.3.11 The assessment service provider shall provide GAIN/GROW participants an overview of the assessment process which must include the purpose of assessment and related activities
- 5.3.12 The assessment service provider shall interview each GAIN/GROW participant to determine which assessment instruments are most appropriate for each individual participant. The types of vocational assessment instruments utilized by the assessment service provider shall be subject to approval by the CONTRACTOR.
- 5.3.13 The assessment service provider shall make a referral to the GAIN/GROW case manager, recommending a referral for supportive services/clinical assessment if the threshold is reached during the barriers screening process or if the participant self-discloses a barrier to employment.
- 5.3.14 The assessment service provider shall analyze the results of the completed assessment instruments and discuss the results with the GAIN/GROW participant.
- 5.3.15 The assessment service provider and the GAIN/GROW participant shall jointly develop the employment goals for the GAIN/GROW participant's Employment Plan. The assessment service provider will:

- 5.3.15.1 Review any prior assessments and related documents/information such as employment and/or criminal record history to assist in the development of current employment plan.
- 5.3.15.2 Review the Labor Market Information (LMI) to:
 - 5.3.15.2.1 Ensure that the selected job is a growth or stable occupation; and
 - 5.3.15.2.2 Identify the Occupational Employment Statistics (OES) codes.
- 5.3.15.3 Review the General Educational Development (GED) and Specific Vocational Preparation (SVP) levels to determine whether the education and training requirements for the selected goals are consistent with services available in the GAIN/GROW Program and can be achieved within the required time limits. An educational and/or training program entered into as a result of the employment plan is limited to two (2) academic years for GAIN, and limited to the participant's remaining time on aid for GROW. Plans for a career goal may encompass the services that are already available for vocational assessment (education, training, etc.) plus additional resources that are available in the community such as mentoring, job retention, and life skills. Assessors shall recommend programs of the appropriate duration commensurate with the participants' profiles. Time limits for participants are dependent upon their Temporary Assistance for Needy Families (TANF) time limits or their General Relief time limits.
- 5.3.15.4 When the assessment results indicate the participant meets qualifications, experience or aptitude requirements for a non-demand occupation, it can be considered as an employment option, however, to the extent possible, employment goal options should be selected from the LMI, Job Services list, growth or stable occupations. A non-demand occupation can be selected as an employment goal if:
 - 5.3.15.4.1 It is not a declining occupation; and
 - 5.3.15.4.2 Resources are available under the GAIN/GROW Program or in the community to reasonably expect the participant to achieve the employment goal; and
 - 5.3.15.4.3 Expected compensation is at a level which provides the participant with self-sufficiency; and
 - 5.3.15.4.4 The employment goal will be achieved within the required time limits.
- 5.3.15.5 Discuss career ladder opportunities based on the participant's skills and motivation in conjunction with individual interest.
- 5.3.15.6 Explore training in non-traditional jobs for women, if appropriate, during the development of the employment plan.
- 5.3.16 The assessment service provider shall inform the GAIN/GROW participant, at a minimum, of the following factors when developing the employment goal:

- 5.3.16.1 Normal entry-level and/or journey-level wage ranges for jobs in the occupational field.
- 5.3.16.2 Normal working conditions for jobs in the occupational field;
- 5.3.16.3 Normal physical/mental demands of jobs in the occupational field;
- 5.3.16.4 Normal working hours for jobs in the occupational field;
- 5.3.16.5 Career ladders in the occupational field when available.
- 5.3.17 The assessment service provider shall make the GAIN/GROW vocational participant aware that although entry-level wages in a chosen occupational field may be low, the GAIN/GROW vocational participant would be expected to accept it because once employed, there are better opportunities for increased earnings.
- 5.3.18 The assessment service provider shall develop for each GAIN/GROW participant an employment plan with which the GAIN/GROW participant agrees. In developing the employment plan, all of the following factors must be considered:
 - 5.3.18.1 That there are benefits to be gained by starting a job now to learn skills necessary for success and long-term employment;
 - 5.3.18.2 The participant's work history, including employment skills, knowledge and ability;
 - 5.3.18.3 The participant's educational history and present educational competency level;
 - 5.3.18.4 The participant's prior training, if any. When possible, the evaluation of prior training shall include a determination of why prior training did not result in long term stable employment;
 - 5.3.18.5 The participant's need for supportive services in order to best benefit from employment and training services;
 - 5.3.18.6 The participant's employment goal and the likelihood of achieving the goal, given the participant's current and potential skills and the local labor market conditions;
 - 5.3.18.7 Identification of a goal to be attained upon completion of the participant's program, and the time it will take to achieve the goal. The assessment service provider may recommend available post-assessment services of a duration consistent with COUNTY policy.

For career assessment, the assessment service provider must develop a recommended "career plan" instead of an employment plan. Participants must be assessed for occupations that are beyond entry level based on participant's long term employment goal. The career plan must include all steps necessary for the participant to reach the desired career goal.

For career assessment, the assessment service provider shall recommend available post-assessment services of the appropriate duration. For the GROW participants, the duration of recommended activities are not to exceed the General Relief participant's remaining time on aid as displayed in the GROW Computers Vocational Assessment screen.

- 5.3.19 The assessment service provider shall record the assessment results on forms provided by COUNTY. Copies of forms shall be filed in the GAIN participant's file and a copy shall be sent via First Class U.S. Mail, to the appropriate GAIN Case Manager within seven (7) business days of the participant's initial assessment interview. The assessment service provider shall maintain a copy of the assessment file for a period of five (5) years after termination of this contract, unless COUNTY Director's written approval is given to dispose of such material prior to the end of such period.
- 5.3.20 The assessment service provider shall be available to discuss and provide assessment records to COUNTY, CDSS staff and Third Party Assessors when requested by COUNTY.
- 5.3.21 If the assessment service provider and GAIN/GROW participant are unable to reach an agreement on the development of an employment goal and/or plan, the assessor shall inform COUNTY and CONTRACTOR using GN 6013 and GN 6014 for GAIN and ABP 1609 for GROW within five (5) business days. This notice shall state the nature of the dispute and describe the issues involved.
- 5.3.22 Upon referral by COUNTY, the assessment service provider acting as the Third Party Assessor shall review the employment plan and make appropriate recommendations. The original assessor must be available upon request, to discuss and provide assessment records to third party assessor.

Per State regulations, the results of the assessment conducted by the Third Party Assessor shall be binding upon the COUNTY and the participant and shall be used to develop the appropriate employment plan for the participant unless the participant files a request for a State hearing.

- 5.3.23 The assessment service provider shall participate in the State hearing process within five (5) business days of telephone or written notice from COUNTY. This shall include attendance by necessary staff persons and the provision of necessary records and documents. The assessment service provider shall also provide needed records, documents and written statements for the conciliation and grievance processes when requested by COUNTY.
- 5.3.24 The assessment service provider shall conduct GAIN vocational reassessments whenever a GAIN participant is referred for such services by the GAIN Case Manager. GAIN participants may be referred for reassessment under the following circumstances:
- 5.3.24.1 A participant shall be referred for reassessment whenever he/she fails to obtain employment after completion of all activities included in the participant's employment plan.
- 5.3.24.2 Referrals for reassessment shall also be made when it is deemed necessary by the GAIN Case Manager. Such additional reasons for reassessment may include but are not limited to the following:
- 5.3.24.2.1 When GAIN participants experience difficulty completing the employment plan recommendations.
- 5.3.24.2.2 Special circumstances that were not identified during the original assessment process that would preclude the participant from completing the employment plan activities (e.g., participant allergic to materials in the training environment).

- 5.3.24.2.3 Unavailability of the training facilities required to complete the employment plan and no other vocational training contractor is available within reasonable proximity to provide the required training.
 - 5.3.24.3 The reasons provided for reassessment shall serve as guidelines for determining what actions shall be taken during the reassessment. After a review of the participant's employment plan and any progress in achieving the employment goal, the plan shall be revised as required.
 - 5.3.24.4 All timeliness and processing requirements applicable to processing initial assessments are also applicable to processing reassessments.
- 5.3.25 The reasons provided for reassessment shall serve as guidelines for determining what actions shall be taken during the reassessment. After a review of the participant's employment plan and any progress in achieving the employment goal, the plan shall be revised as required. The estimated time to complete the reassessment and the amount billed shall be as follows:
 - 5.3.25.1 It is estimated that the reassessment process will take up to six (6) hours for the assessor to complete.
 - 5.3.25.2 After the completion of the reassessment, the assessor shall bill for this service at the rate of one half the cost of a full assessment.
 - 5.3.25.3 All timeliness and processing requirements applicable to processing initial assessments are also applicable to processing reassessments.
- 5.3.26 The assessment service provider shall protect the confidentiality of all assessment results.
- 5.3.27 The assessment service provider shall provide verbal and written instructions/material in other languages when available and as designated by CONTRACTOR. Other languages include, but shall not be limited to Spanish, Vietnamese, Cambodian, and Armenian.
- 5.3.28 The assessment service provider shall post Equal Employment Opportunity and Nondiscrimination in Services notices in all provider facilities, where they are easily accessible to contract employees and GAIN/GROW participants. Assessment service providers shall ensure compliance with this Agreement, Further Terms and Conditions, Section VI. Paragraph 12 and Paragraph 13.
- 5.3.29 Most GAIN participants are caretakers of minor children. The majority of them will have school-age children. In order to facilitate the participant's cooperation with program requirements and to minimize the cost of GAIN child care, it is desirable that the GAIN assessments be conducted during the time the children are in school. Assessors shall be available to conduct business during business hours (i.e., 8:00 a.m. to 5:00 p.m.).
- 5.3.30 The assessment service provider shall establish and maintain a quality control system acceptable to CONTRACTOR in order to ensure compliance with the requirements in this Section 5.3. Problems found shall be resolved or a plan shall be implemented to resolve problems within five (5) business days of detection. A file of quality control findings shall be maintained by the assessment service provider for five (5) years.

- 5.3.31 The assessment service provider shall ensure that a Confidentiality Agreement, as illustrated in Attachment C, is signed and a copy is on file for each contract employee prior to beginning work on services provided under this Agreement.
- 5.3.32 The assessment service provider shall report all suspected or actual fraud discovered if reporting such fraud does not violate provisions of client confidentiality established by the code of ethics of the assessment provider's professional association, certifying agency, or licensing agency. Reports of fraud shall be made in writing to COUNTY, within three (3) business days of discovery.

5.4 Learning Disabilities Evaluation Services Requirements

The following requirements shall be met by the assessment services providers conducting Learning Disabilities Evaluations Services for GAIN participants. These services shall be structured in a two-tiered system which will include Tier I (Evaluations With or Without Accommodations); and Tier II (To be established by amendment after this Contract takes effect). Contractor shall assure that all staff providing learning disabilities evaluations meet the requirements to conduct these services. For learning disabilities evaluators, the necessary qualifications include a Master's degree or Bachelor's degree, the required experience and training, and approval by the Learning Disabilities test publisher to use the required Learning Disabilities instruments.

The assessment services provider shall take into consideration the participant's short/long-term educational needs in making recommendations for the participant's activities/goals.

- 5.4.1 Assessment services provider shall conduct/complete a comprehensive Learning Disabilities evaluation for each referred participant. At a minimum, the following domains regarding the participant shall be addressed:

- 5.4.1.1 A diagnostic interview and history taking
- 5.4.1.2 Aptitude/information processing
- 5.4.1.3 Academic achievement, and
- 5.4.1.4 Vocational interview, inventories and tests

- 5.4.2 Instruments/tests listed below are not intended to be exhaustive. The type of tests administered by the assessment services provider are at the discretion of the learning disabilities evaluators' professional judgment and must match, to the extent possible, the participant's vocational interests. The assessment service provider shall use at minimum the following instruments/tests to perform the learning disabilities evaluation.

- 5.4.2.1 Aptitudes/information processing; Wechsler Adult Intelligence Scale (WAIS), or Woodcock-Johnson and Woodcock-Munoz for Spanish, are required instruments. The BETA III, Test of Non-verbal Intelligence (TONI 3), and Raven Standard Progressive Matrices may be used as needed and;
- 5.4.2.2 Achievement; e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), or Nelson-Denny (reading); and
- 5.4.2.3 Vocational Interests, as needed, to assist in the development of the Welfare-to-Work plan.

- 5.4.3 The assessment service provider shall assess/evaluate all existing assessment information to ensure that evaluation services are not duplicated, unless deemed necessary by the evaluator.
- 5.4.4 The assessment services provider may recommend a diagnosis when the participant presents significant or multiple impairments.
- 5.4.5 The assessment services provider shall consider the linguistic background of the participant in selecting the Learning Disabilities evaluation tests.
- 5.4.6 Upon completion of the Learning Disabilities evaluation, the assessment services provider shall discuss with the participant the benefits of Job Club Services as a first Welfare-to-Work activity.
- 5.4.7 The assessment services provider shall integrate all information gathered during the Learning Disabilities evaluation into a summary report. The assessment services provider shall use direct language in completing the report. The report shall include the following information regarding the participant:
 - 5.4.7.1 Relevant vocational/educational background and history;
 - 5.4.7.2 Documentation and discussion of participant's short/long-term employment goals and generic/specific vocational plans/goals;
 - 5.4.7.3 General aptitude;
 - 5.4.7.4 Academic achievement;
 - 5.4.7.5 Cognitive level;
 - 5.4.7.6 Other issues; e.g., physical/mental problems;
 - 5.4.7.7 Areas of strength;
 - 5.4.7.8 Areas of deficit;
 - 5.4.7.9 Learning disabilities and description of each;
 - 5.4.7.10 Related and co-existing disorders and description of each;
 - 5.4.7.11 Recommended short/long-term employment and vocational plan;
 - 5.4.7.12 Appropriateness of current or proposed Welfare-to-Work activity;
 - 5.4.7.13 Recommended accommodations/assistive technology for participant's current or proposed Welfare-to-Work plan and other purposes (e.g., driver's license exam, GED exam);
 - 5.4.7.14 Identification of local resources to assist the participant;

5.4.7.15 Evaluation Summary (including areas of potential impact; rationale for Learning Disability determination).

5.4.8 GEARS programming will automate the appointment scheduling, referral process and exchange of pertinent information between the GAIN Case Manager and the assessment services provider. Until the GEARS programming becomes operational, Section 5.4.8.1 through Section 5.4.8.4 must be completed as indicated below:

5.4.8.1 The assessment services provider shall give priority in scheduling participants who are identified by the GSW (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid.

5.4.8.2 For participants not identified (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid, the assessment services provider shall provide a Learning Disabilities evaluation appointment date to the COUNTY when requested via telephone so that the COUNTY can provide this information to the participant immediately after the Learning Disabilities screening is completed. The evaluation appointment shall be no more than seven (7) calendar days from the date of the telephone appointment request.

5.4.8.3 The assessment services provider shall provide a liaison to COUNTY who will have authority to make/change Learning Disabilities evaluation appointments.

5.4.8.4 The assessment services provider shall notify the GAIN SERVICES WORKER (GSW)/Contracted Case Manager (CCM) within three (3) work days in writing if the participant does not show for the first or second scheduled appointment.

5.4.9 The assessment services provider shall update the GEARS Maintain Evaluator Information (MTEI) Screen with the following information:

- Appointment availability
- Appointment results
- Learning Disabilities test completed
- Learning Disabilities results and accommodations
- Recommendations for employment and vocational goals
- Communication with the Participant

5.4.10 The assessment services provider shall complete and mail (via First Class U.S. Mail or hand deliver) a copy of the evaluation report to the GSW/CCM within eighteen (18) calendar days from the date that the evaluation begins. The Learning Disabilities evaluator shall retain the original completed report on file.

5.4.11 The assessment services provider shall ensure that the evaluator is available to discuss the evaluation report by telephone with DPSS staff and the participant, as necessary.

5.4.12 The assessment services provider shall provide the participant with written documentation which may be provided to employer(s), schools, etc., as verification of his/her learning disabilities and the recommended reasonable accommodations.

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENT SUMMARIES

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENT SUMMARIES

This technical exhibit lists the required management services that will be monitored by COUNTY and the required direct services that shall be monitored by CONTRACTOR. COUNTY will sub-sample CONTRACTOR's monitoring. Also included in the Performance Requirement Summary are the service standards, maximum allowable deviation from perfect performance, method of monitoring and non-financial penalties for unacceptable performance.

Quality Assurance

At intervals determined by COUNTY, CONTRACTOR's performance will be compared by COUNTY to the contract standards and acceptable quality levels (AQL's) for the Intermediary Contractor, using the Quality Assurance Surveillance Plan (QASP).

COUNTY may utilize a number of monitoring methods to evaluate CONTRACTOR'S performance including, but not limited to:

- Random sampling;
- One hundred percent inspection;
- User complaints;
- Review of management reports;
- On-site observation;
- COUNTY data and records; and/or
- Assessor meeting.

Subcontract Monitoring

Each month, performance by subcontractors will be compared to the contract standards and acceptable quality levels (AQL's) for the assessment service providers, using the COUNTY-approved monitoring plan. The actual monitoring will be done monthly but will be reported to CCA at the end of each quarter.

CONTRACTOR evaluation of subcontractors' performances may include any of the following monitoring methods as approved in the monitoring plan:

- Random sampling;
- One hundred percent inspection;
- User complaints;
- Review of participant service reports;
- On-site observation; and/or
- Information, reports or data which may be provided by COUNTY.

Criteria for Acceptable and Unacceptable Performance

Performance of a service listed in the Performance Requirement Summary is considered acceptable when the number of discrepancies found by COUNTY during contract monitoring does not exceed the number of discrepancies allowed by the AQL.

Untimely Performance or Re-performance

For services reviewed by sampling, CONTRACTOR and/or subcontractors shall be required to immediately correct those activities found to be unacceptable. If immediate resolution is not possible, CONTRACTOR shall implement a plan for resolution within five (5) business days. The correction of

problems found shall not improve the overall rating of that service, since the sample represents the entire work required.

Value of Unacceptable Performance

When performance does not conform with the requirements of this Contract, COUNTY shall have the right to apply the following nonperformance penalties:

- Require CONTRACTOR to implement a corrective action plan, which has been approved by COUNTY. In the plan CONTRACTOR shall explain why performance was unacceptable, how performance will be returned to an acceptable level and how problems will be prevented in the future. This may be applied when the total unacceptable Performance Indicator exceeds 75 points in one month for CONTRACTOR.

- Require CONTRACTOR to reduce, suspend or cancel the subcontract of a direct service provider which has serious or repeated incidence of unacceptable performance or systematic deliberate misrepresentations. This may be applied when the total unacceptable Performance Indicator exceeds levels agreed to by COUNTY and CONTRACTOR.

- Require CONTRACTOR to reduce, suspend or cancel the contract for deliberate misrepresentations or non-performance. This may be applied when the total unacceptable Performance Indicator exceeds levels agreed to by COUNTY and CONTRACTOR.

- Notify authorizing or licensing agencies when laws or regulations of that agency are intentionally violated. This will be applied as necessary.

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICES INTERMEDIARY CONTRACTOR **PAGE 1 of 8**

REQUIRED SERVICE		STANDARD	DEGREE OF DEVIATION ALLOWED (AQL)	UNACCEPTABLE METHOD OF MONITORING	PERFORMANCE FOR EXCEEDING AQL
1.	Maintain and comply with Quality Control Plan (SOW 1.4). Monitor assessment service provider for contract compliance and quality of services (SOW 5.2.5)	CONTRACTOR maintains and complies with Quality Control Plan. New service providers will be monitored for the first six months than quarterly if performing at acceptable attribute points agreed to by COUNTY and CONTRACTOR.	None	Review of plan and monitoring report	10 points per error
2.	Provide insurance verification to CCA (Further terms and Conditions, Section VI, Paragraph 5).	Insurance verification provided as required.	None	Review of insurance verification.	Material breach of contract subject to suspension/termination.
3.	Provide budget for each contract year within time limit prescribed by COUNTY (Terms and Conditions, Section VI Paragraph 1).	Budget received by COUNTY within time limit prescribed.	None	Review of budget	5 points per incident
4.	Recruit and maintain sufficient assessment service providers to meet the needs of GAIN/GROW participants (SOW 5.2.1).	Maintain sufficient assessor coverage so that there is no backlog in the provision of service to GAIN/GROW participants.	None	User complaints, review of monthly management report	5 points per assessment unable to be scheduled due to unavailable assessor.
5.	Provide orientation to all new contract employees working directly with GAIN/GROW participants (SOW 5.2.2).	100% of public contact staff trained within thirty (30) calendar days after they are employed by CONTRACTOR or assessment services provider.	None	User complaints, review of monthly management report	10 points per error

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICES INTERMEDIARY CONTRACTOR **PAGE 2 of 8**

REQUIRED SERVICE	STANDARD	DEGREE OF DEVIATION ALLOWED (AQL)	UNACCEPTABLE METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
6. Maintain/update GEARS inventory of assessment providers (SOW 5.2.3).	Update GEARS within five (5) workdays after CONTRACTOR/COUNTY determines an update is necessary.	None	User complaints, GEARS review.	5 points per error
7. Provide, at COUNTY's request, a copy of CONTRACTOR's single audit documents (SOW 5.2.4).	Single audit documents received by COUNTY when requested.	None	Review of documents.	10 points per incidence of noncompliance.
8. Ensure that assessment service providers meet qualifications (SOW 5.2.6).	100% of staff employed to conduct assessments meet the minimum qualifications.	None	User complaints, review of monthly management report.	10 points per error
9. Ensure bilingual services are available (SOW 5.2.7).	100% of non-English are assessed in their native language, if such language is specified by COUNTY.	None	User complaints, review of monthly management report.	5 points per error
10. Provide liaison available to assessment services providers (SOW 5.2.8).	CONTRACTOR's liaison available to assessment service providers during County business hours.	None	User complaints, on-site observation	5 points per error
11. Resolve problems and complaints identified by County and/or assessment service provider (SOW 5.2.10, 5.2.11).	100% of problems and complaints are resolved or a plan to resolve is implemented within five workdays.	None	User complaints, random sample.	2 points per error

TECHNICAL EXHIBIT 1
PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICES INTERMEDIARY CONTRACTOR **PAGE 3 of 8**

REQUIRED SERVICE	STANDARD	DEGREE OF DEVIATION ALLOWED (AQL)	UNACCEPTABLE METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
12. Ensure EEO notices are publicly posted and investigate civil rights complaints filed by GAINGROW participants against assessment services providers (SOW 5.2.12, 5.2.13).	100% of CONTRACTOR and assessment service provider locations have EEO notices publicly posted. Civil rights complaints against assessment service providers are investigated as required.	None	Review of management reports, user complaints.	5 points per error
13. Investigate civil rights complaints (SOW 5.2.13).	Civil rights complaints investigated as required and report submitted.	None	Review of reports.	5 points per error
14. Ensure invoices, management and monitoring reports are submitted to COUNTY as (SOW 5.2.14). required	COUNTY receives invoices, management and monitoring reports as required.	None	Review of reports/ invoices.	5 points per error
15. Ensure that confidentiality agreements are signed and on file (SOW 5.2.15).	100% of employees have signed confidentiality agreements on file prior to beginning work on this Agreement.	None	User complaints, review of monthly management reports.	10 points per error

TECHNICAL EXHIBIT 1A
PERFORMANCE REQUIREMENTS FOR ASSESSMENT SERVICE PROVIDERS

	Type*	Wt	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
1.	FR	5	A file folder containing all relevant assessment materials is maintained for each participant for which a referral is received.	A file folder is available for review	Review of participant file
2.	FR	3	GN6007 (Notification of Change Form) is completed, signed and dated if participant failed to appear for initial appointment or failed to cooperate.	GN6007 Form is completed, signed and dated and in the participant file.	Review of participant file
3.	FR	3	GN6013 (Disposition Form) is completed, signed and dated by assessor.	GN6013 Form is completed, signed and dated by assessor and is in the participant file.	Review of participant file
4.	FR	5	Partial-Final Memo Form is completed if participant does not complete assessment after the Information Gathering and Testing phase.	Partial-Final Memo Form is completed and in participant file.	Review of participant file
5.	FR	5	Third Party Assessment Memo Form is completed if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Third Party Assessment Memo Form is completed and in participant file.	Review of participant file
6.	FR	5	GN6014 (Employment Plan/Career Plan) is completed, signed and dated by assessor and participant.	Employment Plan/Career Plan is signed and dated by assessor and participant.	Review of participant file
7.	FR	5	Primary and secondary employment goals are created for each participant.	GN6014 Form includes both primary and secondary employment goals.	Review of participant file
8.	FR	3	The OES codes for the primary and secondary goals are identified.	The OES codes for the primary and secondary employment goals are indicated on the Employment Plan/Career Plan.	Review of participant file
9.	FR	3	Review available labor market and occupational data to determine if desired primary and secondary employment goals are appropriate for the participant.	GN6014 shows evidence that the labor market information available to the assessor was consulted.	Review of participant file.
10.	FR	5	Use appropriate assessment instruments according to LACOE guidelines.	Test results are maintained in the participant file.	Review of participant file
11.	FR	1	If participant refuses to comply with any of the barriers screenings, the GN6136 (Refusal Form) is completed and signed appropriately.	Documentation is in participant file.	Review of participant file
12.	FR	5	Barriers Screening instruments are located in the participant file.	Instruments are located in participant file.	Review of participant file
13.	FR	5	Domestic Violence instrument is administered by assessor and signed by participant.	Domestic Violence instrument is completed and in participant folder.	Review of participant file

*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

TECHNICAL EXHIBIT 1A
PERFORMANCE REQUIREMENTS FOR ASSESSMENT SERVICE PROVIDERS

	Type*	W/L	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
14.	FR	5	If the participant discloses domestic abuse, a call is made to the GSW and the screening instrument is faxed to the appropriate party within one workday of when the abuse is reported	Documentation that call was made and fax was sent in participant file.	Review of participant file
15.	FR	5	Substance Abuse instrument is administered to the participant	Documentation in folder.	Review of participant file
16.	FR	5	Mental Health instrument is administered to participant.	Documentation in folder.	Review of participant file
17.	FR	3	If threshold is reached in substance abuse or mental health, participant is referred back to GSW for a clinical assessment within one workday.	Documentation is in participant file.	Review of participant file
18.	FR	3	Interview form completed to the extent possible.	Interview form completed and in participant file.	Review of participant file
19.	FR	5	Contractor shall report all suspected or actual fraud in writing to DPSS within 3 workdays.	Written evidence is available and timelines are documented in the participant file.	Review of participant file
20.	FR	1	GN6006 (Referral Form) is signed and dated by the assessor.	Form is signed and dated and in the participant file.	Review of participant file
21.	C	1	Assessment appointment scheduled within 7 calendar days of telephone referral to the extent possible.	Time between appointment date and referral date is less than or equal to 7 calendar days.	Computer analysis of data.
22.	C	1	GN6007 is returned within 3 workdays if participant failed to appear for initial appointment or failed to cooperate.	Time between appointment date and return date is less than or equal to 3 workdays.	Computer analysis of data.
23.	C	1	GN6006 is returned to GSW within 5 workdays of first appointment attended date.	Time between appointment date and return date is less than or equal to 3 workdays.	Computer analysis of data.
24.	C	5	Assessment completed within 18 calendar days of initial appointment date.	Time between appointment date and completion date is less than or equal to 18 calendar days.	Computer analysis of data.
25.	C	3	GN6013 (Disposition Form) returned to GSW within 18 calendar days of initial appointment date.	Time between appointment date and return date is less than or equal to 18 calendar days.	Computer analysis of data.
26.	C	5	GN6014 (Employment Plan/Career Plan) returned to GSW within 18 calendar days of initial appointment date.	Time between appointment date and return date is less than or equal to 18 calendar days.	Computer analysis of data.
27.	C	5	Partial Final Memo Form returned within 18 calendar days of initial appointment date.	Time between appointment date and return date is less than or equal to 18 calendar days.	Computer analysis of data.

*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

TECHNICAL EXHIBIT 1A **PERFORMANCE REQUIREMENTS FOR ASSESSMENT SERVICE PROVIDERS**

	Type*	Wt	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
28.	C	5	Third Party Referral Form returned within 5 workdays if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Time between disagreement date and Third Party Referral Form sent date is less than or equal to 5 workdays.	Computer analysis of data.
29.	ISV	1	Liaison is available between the hours of 8:00 a.m. and 5:00 p.m.	Someone is available to take referrals during the program hours.	Spot check calls.
30.	ISV	3	Participants receive an orientation to the assessment program that includes, at a minimum, an explanation of the following: 1) purpose of the GAIN/GROW program, 2) the GAIN philosophy, and 3) the goals of the GAIN assessment program.	Evidence is demonstrated during the Orientation phase of .000.3the assessment.	Direct observation.
31.	ISV	3	During the Information Gathering and Test phase of the assessment, an appropriate testing environment is maintained (i.e., proper lighting, test instructions, timing of tests).	Evidence is demonstrated during the Information Gathering and Testing phase of the assessment.	Direct observation.
32.	ISV	5	Test results were scored, analyzed, and discussed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
33.	ISV	5	Employment Plan/Career Plan is developed and reviewed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
34.	ISV	5	The assessor has reviewed with the participant the Informed Choice Verification section of the Employment Plan/Career Plan.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
35.	ISV	1	"Nondiscrimination in Services" poster is displayed in a prominent place.	Poster is displayed where participants can see it.	Review of site.
36.	ISV	1	5 year file retention plan being followed.	Agency has a retention plan.	Review of retention plan. Inspection of retention plan (optional).
37.	ISV	3	Participant assessment files are maintained in a confidential and secure manner.	Participant files are stored in a locked file cabinet and are not left unattended in public areas.	Review of participant file storage.
38.	DR	NA	Staff Background Form completed by each assessor who meets contract requirements.	Documentation is on file with LACOE.	Review of documentation file.
39.	DR	NA	Confidentiality procedures are being followed.	All staff working under the contract have completed and submitted a confidentiality agreement to LACOE.	Review of confidentiality file and agency staffing.
40.	DR	NA	Computer data will be received by LACOE within 5 workdays of the first day of the month.	Data is received by LACOE by the 5 th workday of the month.	Data is transferred to LACOE computer system.

*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

TECHNICAL EXHIBIT 1B
PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICE PROVIDERS
(VOCATIONAL ASSESSMENT)

		Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*	CA*
FILE REVIEW	1.	5	A file folder is maintained for each participant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2.	3	GN6007 is completed.				<input type="checkbox"/>	
	3.	3	GN6013 is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	4.	5	Partial-Final Memo Form is completed.			<input type="checkbox"/>		
	5.	5	Third party Assessment Memo Form is completed.		<input type="checkbox"/>			
	6.	5	GN6014 is completed.	<input type="checkbox"/>	<input type="checkbox"/>			
	7.	5	Primary and secondary employment goals.	<input type="checkbox"/>	<input type="checkbox"/>			
	8.	3	The OES codes identified.	<input type="checkbox"/>	<input type="checkbox"/>			
	9.	3	Labor market reviewed.	<input type="checkbox"/>	<input type="checkbox"/>			
	10.	5	Assessment instruments.	<input type="checkbox"/>	<input type="checkbox"/>			
	11.	1	GN6136 (Refusal Form) for barriers screenings.	<input type="checkbox"/>	<input type="checkbox"/>			
	12.	5	Barriers Screening instrument is administered.	<input type="checkbox"/>	<input type="checkbox"/>			
	13.	5	Domestic Violence instrument is administered.	<input type="checkbox"/>	<input type="checkbox"/>			
	14.	5	Screening instrument is faxed.	<input type="checkbox"/>	<input type="checkbox"/>			
	15.	5	Substance Abuse instrument is administered.	<input type="checkbox"/>	<input type="checkbox"/>			
	16.	5	Mental Health instrument is administered.	<input type="checkbox"/>	<input type="checkbox"/>			
	17.	3	SA or MH participant is referred back to GSW.	<input type="checkbox"/>	<input type="checkbox"/>			
	18.	3	Interview form thoroughly completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	19.	5	Report all suspected fraud.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	20.	1	GN6006 (referral Form) is in file.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
COMPUTER	1.	1	Appointment scheduled within 7 calendar days.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2.	1	GN6007 returned within 3 workdays.				<input type="checkbox"/>	
	3.	1	GN6006 returned within 5 workdays.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	4.	5	Assessment completed within 18 calendar days.	<input type="checkbox"/>				
	5.	3	GN6013 returned within 18 calendar days.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	6.	5	GN6014 returned within 18 calendar days.	<input type="checkbox"/>	<input type="checkbox"/>			
	7.	5	Partial Final Memo returned within 18 calendar days.			<input type="checkbox"/>		
	8.	5	Third Party Form returned within 5 workdays.		<input type="checkbox"/>			
Total Weighted Attribute Points:				82	87	32	10	6
Total Attributes (Number):				22	23	10	4	2

*CO = Completion, TP = Third Party Assessment, PF = Partial Final, NS = No Show, CA = Cancelled

TECHNICAL EXHIBIT 1B
PERFORMANCE REQUIREMENTS SUMMARY FOR ASSESSMENT SERVICE PROVIDERS
(CAREER ASSESSMENT)

		Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*	CA*
FILE REVIEW	1.	5	A file folder is maintained for each participant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2.	3	GN6007 is completed.				<input type="checkbox"/>	
	3.	3	GN6013 is completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	4.	5	Partial-Final Memo Form is completed.			<input type="checkbox"/>		
	5.	5	Third party Assessment Memo Form is completed.		<input type="checkbox"/>			
	6.	5	GN6014 is completed.	<input type="checkbox"/>	<input type="checkbox"/>			
	7.	5	Primary and secondary employment goals.	<input type="checkbox"/>	<input type="checkbox"/>			
	8.	3	The OES codes identified.	<input type="checkbox"/>	<input type="checkbox"/>			
	9.	3	Labor market reviewed.	<input type="checkbox"/>	<input type="checkbox"/>			
	10.	5	Assessment instruments.	<input type="checkbox"/>	<input type="checkbox"/>			
	11.	1	GN6136 (Refusal Form) for barriers screenings.	<input type="checkbox"/>	<input type="checkbox"/>			
	12.	5	Barriers Screening instrument is administered.	<input type="checkbox"/>	<input type="checkbox"/>			
	13.	5	Domestic Violence instrument is administered.	<input type="checkbox"/>	<input type="checkbox"/>			
	14.	5	Screening instrument is faxed.	<input type="checkbox"/>	<input type="checkbox"/>			
	15.	5	Substance Abuse instrument is administered.	<input type="checkbox"/>	<input type="checkbox"/>			
	16.	5	Mental Health instrument is administered.	<input type="checkbox"/>	<input type="checkbox"/>			
	17.	3	SA or MH participant is referred back to GSW.	<input type="checkbox"/>	<input type="checkbox"/>			
	18.	3	Interview form thoroughly completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	19.	5	Report all suspected fraud.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	20.	1	GN6006 (referral Form) is in file.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
COMPUTER	1.	1	Appointment scheduled within 7 calendar days.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2.	1	GN6007 returned within 3 workdays.				<input type="checkbox"/>	
	3.	1	GN6006 returned within 5 workdays.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	4.	5	Assessment completed within 18 calendar days.	<input type="checkbox"/>				
	5.	3	GN6013 returned within 18 calendar days.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	6.	5	GN6014 returned within 18 calendar days.	<input type="checkbox"/>	<input type="checkbox"/>			
	7.	5	Partial Final Memo returned within 18 calendar days.			<input type="checkbox"/>		
	8.	5	Third Party Form returned within 5 workdays.		<input type="checkbox"/>			
Total Weighted Attribute Points:				82	87	32	10	6
Total Attributes (Number):				22	23	10	4	2

*CO = Completion, TP = Third Party Assessment, PF = Partial Final, NS = No Show, CA = Cancelled

TECHNICAL EXHIBIT 1C
PERFORMANCE REQUIREMENTS SUMMARY FOR
LEARNING DISABILITIES EVALUATIONS SERVICES INTERMEDIARY CONTRACTOR

REQUIRED SERVICE	STANDARD	AQL	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
Recruit and maintain sufficient staff for ongoing services.	Maintain sufficient staff coverage in all contracted sites so that there is no backlog in the delivery of services	0%	Participant complaints Review of MMR GSW complaints	5 Points per evaluation due to staff not available.
Hired staff meet all CDSS requirements to perform LD evaluations and/or diagnoses.	100% of staff hired to complete evaluations to meet the minimum requirements.	None	Review of employee records Review of MMR Review of evaluation reports	3 Points per incidence of non-compliance.
Staff receive training on Cultural awareness.	100% of staff attends training before assignment to provide services.	None	Review of MMR	5 Points per incidence of non-compliance.
Staff receive training on Child/Elder abuse awareness.	100% of staff attends training before assignment to conduct evaluations.	None	Review of MMR	5 Points per incidence of non-compliance.
Staff receive GEARS training.	Appropriate staff to attend training before assignment to provide services.	None	Review of MMR	5 Points per incidence of non-compliance.
Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all CONTRACTOR facilities, where they are easily accessible to contract employees and GAIN participants.	100% of contractor sites shall have subject notices publicly posted.	None	Participant complaints Review MMR On-site observation	5 Points per incidence of non-compliance.
Investigate civil rights complaints from GAIN participants against program staff.	100% of civil rights complaints investigated.	None	Participant complaints Review MMR	5 Points per incidence of non-compliance.

REQUIRED SERVICE	STANDARD	AQL	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
Confidentiality Agreement is signed and a copy is on file for each employee prior to that employee starting work.	100% of employees shall sign the confidentiality agreement form.	None	Participant complaints Review of MMR	5 Points per incidence of non-compliance.
Use basic tools to measure Basic Skills Achievement	Subject tools are used.	None	Participant complaints Review of MMR	10 Points per incidence of non-compliance.
Use basic tools to measure Vocational Interest.	Subject tools are used.	None	Participant complaints Review of MMR Review of tools	10 Points per incidence of non-compliance.
Shall assess/evaluate existing Vocational Assessment information received from the GSW to ensure that services are not duplicated.	Services are not duplicated.	None	Participant complaints Review of MMR Review of tools	10 Points per incidence of non-compliance.
Use direct language in conducting/completing additional assessment and other services.	Use direct language.	None	Participant complaints GSW Complaints Review of MMR	5 Points per incidence of non-compliance.
Consider the culture and linguistic background of the participant in administering assessments.	Consider linguistic background as required.	None	Participant complaints GSW Complaints Review of MMR	5 Points per incidence of non-compliance.
Discuss with the participant the benefits of Job Club Services.	Discuss benefits of Job Club.	None	Participant complaints GSW Complaints Review of MMR	10 Points for each incidence of non-compliance.
Integrate all information gathered during the evaluation into a summary report.	Complete each subject task and include in the report.	None	Review of MMR GSW complaints	10 Points per incidence of non-compliance.

REQUIRED SERVICE	STANDARD	AQL	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
Provide a liaison to COUNTY who will serve to represent the LD program on behalf of the participant.	CONTRACTOR's liaison available to make/change participant schedule of classes and services during business hours.	None	Participant complaints On-site observation	5 Points per incidence of non-compliance.
Notify the GAIN Services Worker by telephone, if the participant who is referred for LD evaluation does not show. CONTRACTOR shall follow-up in writing.	Notify COUNTY as required.	None	Participant complaints GSW Complaints Review of MMR	5 Points per incidence of non-compliance.
Contractor is available to discuss the Learning Disability report with DPSS staff and the participant, as necessary.	Be available to discuss progress report.	None	Participant complaints GSW Complaints Review of MMR	3 Points per incidence of non-compliance for each of the sections identified.
Update the GEARS computer system.	Update gears on the same day information is received unless the GEARS system is not available. If GEARS system is not available, information shall be entered on the same day the system becomes available.	None	Participant complaints GSW Complaints Review of MMR	5 Points per incidence of non-compliance for each of the sections identified.
Develop and maintain vital linkages with other relevant organizations to improve services to participating Welfare-to-Work participants.	Develop and establish linkages as required.	None	Review of MMR	3 Points per incidence of non-compliance for each of the sections identified.
Provide comprehensive financial services.	Provide reports as required.	None	Review of MMR	3 Points per incidence of non-compliance for each of the sections identified.
Maintain all records as required.	Maintain records.	None	Review of MMR Review of records	3 Points per incidence of non-compliance for each of the sections identified.

REQUIRED SERVICE	STANDARD	AQL	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
LD staff receive training on introduction to GAIN program including: program components, program flow, participant requirements and program goals	100% of staff attend training before assignment to conduct evaluations.	None	Review of MMR	5 points per incidence of non-compliance.
Availability of LD evaluation administration between 8:00 a.m. - 5:00 p.m. Monday through Friday and on Saturdays from 8:00 a.m. - 5:00 p.m. except COUNTY and scheduled CONTRACTOR holidays.	100% of staff available to accept participants for evaluation.	None	Participant complaints Review MMR	5 points per incidence of non-compliance.
Complete and provide a Monthly Invoice, Quarterly Reconciliation Invoice, and Monthly Management Report.	County receives reports as required.	None	Participant complaints Review of MMR	5 points per incidence of non-compliance.
A diagnostic interview and history.	Specified domain is addressed.	None	Review of evaluation reports Participant complaints Review of MMR	10 points per incidence of non-compliance.
Aptitude/Information Processing	Specified domain is addressed.	None	Review of evaluation reports Participant complaints Review of MMR	10 points per incidence of non-compliance.
Academic achievement	Specified domain is addressed.	None	Review of evaluation reports Participant complaints Review of MMR	10 points per incidence of non-compliance.
Vocational interests	Specified domain is addressed.	None	Review of evaluation reports Participant complaints Review of MMR	10 points per incidence of non-compliance.
Validated instruments are used in the LD evaluation and diagnosis process.	Validated instruments are used.	None	Participant complaints Review of MMR Review of tools Review of LD evaluation report	10 points per incidence of non-compliance.
Use basic tools to measure aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodcock-Johnson, Woodcock Munoz for Spanish, BETA III, Test for Non-verbal intelligence (TONI3), and Raven Standard Progressive Matrices	Subject tools are used.	None	Participant complaints Review of MMR Review of tools Review of LD evaluation report	10 points per incidence of non-compliance.

REQUIRED SERVICE	STANDARD	AQL	METHOD OF MONITORING	PERFORMANCE INDICATOR FOR EXCEEDING AQL
Use basic tools to measure Achievement, e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), Nelson-Denny (reading).	Subject tools are used.	None	Participant complaints Review of MMR Review of tools Review of LD evaluation report	10 points per incidence of non-compliance.
Use basic tools to measure Vocational Interests.	Subject tools are used.	None	Participant complaints Review of MMR Review of tools Review of LD evaluation report	10 points per incidence of non-compliance.
LD tests administered match, to the extent possible, the participant's employment goal.	LD tests match participant's employment goal.	None	Participant complaints Review of MMR Review of tools Review of LD evaluation report	5 points per incidence of non-compliance.
Perform an LD diagnosis rather than an LD evaluation when formal documentation of an accommodation is needed or the participant presents significant or multiple impairments.	Conduct an LD diagnosis as required.	None	Participant complaints GSW complaints Review of MMR	10 points per incidence of non-compliance.
Provide an LD evaluation appointment date to the COUNTY no more than seven (7) calendar days from receipt of the referral or request for appointment.	Provide an LD evaluation appointment date as required.	None	Participant complaints Review of MMR	5 points per incidence of non-compliance.
Upon confirmation of the GAIN participant's LD evaluation appointment, CONTRACTOR shall create a file folder for each participant.	Folder is created to hold documents as stated in SOW section.	None	Review of folder	5 points per incidence of non-compliance.
Notify the GAIN Services Worker/Contract Case Manager within one (1) work day by telephone, if the participant does not show for the scheduled LD appointment. CONTRACTOR shall follow up in writing within three (3) work days.	Notify COUNTY as required.	None	Participant complaints GSW complaints Review of MMR	5 points per incidence of non-compliance.
Complete and mail (via First Class U.S. Mail) a copy of the evaluation report to the GSW/CCM within eighteen (18) calendar days from the date that the evaluation begins. The CONTRACTOR shall retain the original completed report on file.	Provide a copy of the evaluation report within required time frame and retain the original report.	None	GSW complaints Review of MMR	5 points per incidence of non-compliance for each of the sections identified.

TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT

TECHNICAL EXHIBIT 2
CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared _____

Returned by Contractor _____
Action Completed _____

DISCREPANCY OR PROBLEMS: _____

Signature of QAE

Date

CONTRACTOR RESPONSE (Cause and Corrective Action) _____

Signature of Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE _____

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator _____

Contract Manager _____

TECHNICAL EXHIBIT 3
GAIN/GROW INTERMEDIARY CONTRACTOR CIVIL RIGHTS
COMPLAINT ACTIVITY REPORT

**GAIN INTERMEDIARY CONTRACTOR
CIVIL RIGHTS COMPLAINT ACTIVITY REPORT**

MONTH : _____

I. Identifying Information

Name of Contractor

Contract ID Number

Address

Contact Person

Telephone Number

II. Source of New Complaints

DPSS _____

GAIN Participant _____

Other: _____ +

Total Received _____

III. Investigation Activity

Number

Carried over from prior month

Received during the month

Total on hand during month

Finalized during the month

(For Disposition , refer to Section IV)

Total on hand at the end of month:

Distribution : Original 3 copies to DPSS, Fourth copy kept on file by Contractor for 4 years

IV INVESTIGATION/COMPLAINT DISPOSITION

Date Received	Case Name	Case Number	Alleged Basis Of Discrimination	Subcontractor Name	Disposition

TECHNICAL EXHIBIT 4
MONTHLY MANAGEMENT REPORT

**LOS ANGELES COUNTY OFFICE OF EDUCATION
MONTHLY MANAGEMENT REPORT (MMR-1)**

Contract: Vocational Assessment

Report Month: _____

Year: _____

TO: Los Angeles County Department of Public Social Services

FROM: LACOE Intermediary/Vocational Assessment

The following is a summary of LACOE Intermediary/Vocational Assessment activities:

1.0 Assessment Service Provider Site Reviews:*

_____ Site reviews were conducted by the Vocational Assessment Intermediary staff

_____ Which of the fourteen (14) required service provider functions are found to be successfully implemented?

_____ Which of the fourteen (14) required service provider functions are not being successfully implemented?

The required service provider functions that are not being successfully implemented are listed below:

Required Function	# of sites where function found to be unsuccessfully implemented	Reasons for service provider implementation problems

* Contractor shall provide a Contract Compliance Monthly Monitoring Report (MMR-2) for each site monitored and include it as an attachment to this report.

2.0 List of Occupations and Number Selected in this Monitoring Month:

Occupation Title	Number

Form MMR-1

3.0 New Vocational Assessment Service Provider Contracts:

3.1 Start Date:

3.2 Service Provider Name (Agency or Company Title)

3.3 Service Provider Address

3.4 Name of Service Provider Contact or Liaison

3.5 Telephone: _____
 Area Number Extension

(Check One)

3.6 Public Agency _____ Community Based Agency _____

4.0 Vocational Assessment Vacancies:

**Number of openings for vocational assessment referrals for those service providers reviewed
(Reported by GAIN Region):**

Region II: _____ Region III: _____ Region IV: _____

Region V: _____ Region VI: _____

5.0 GAIN Orientation In-service Programs:

_____ **GAIN orientation in-service programs were conducted**

_____ **Vocational assessment service providers attended the GAIN orientation in-service programs**

6.0 Completed Assessments:

_____ **Completed Assessments**

_____ **Partial Assessments**

7.0 Special Concerns:

TECHNICAL EXHIBIT 5
GAIN PARTICIPANT ASSESSMENT QUESTIONNAIRE

Dear GAIN Participant:

Congratulations on completing the GAIN Assessment Program. Please respond to the following questions in order to help us improve our services.

		Yes	No
1.	Was assessment a positive experience for you?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Did your assessor tell you that the purpose of today	<input type="checkbox"/>	<input type="checkbox"/>
	was to develop a plan to help you move to full-time	<input type="checkbox"/>	<input type="checkbox"/>
	employment and self-sufficiency ?		
3.	As a result of today's activities, do you know more about your-	<input type="checkbox"/>	<input type="checkbox"/>
	self and your plans for the future?		
4,	Were you treated with courtesy and respect?	<input type="checkbox"/>	<input type="checkbox"/>

Please write down any comments about today's assessment experience

Sincerely,

**David Asher
GAIN Consultant
Vocational Assessment**

ATTACHMENT B
CONTRACTOR'S BUDGET

LINE ITEM BUDGET

PROJECT NAME:	<u>GAIN VOCATIONAL/CAREER ASSESSMENT INTERMEDIARY SERVICES</u>		
	<u>LEARNING DISABILITIES EVALUATIONS</u>		
CONTRACTOR:	<u>L. A. County Office of Education</u>	CONTACT PERSON:	<u>Dan Miller</u>
CONTRACT PERIOD:	<u>7/01/03 - 6/30/04</u>	TELEPHONE NUMBER:	<u>(562) 922-8610</u>
ACCT YEAR:	<u>2003 - 2004</u>		

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$	252,228.00
fringe Benefits	\$	69,037.00
Personnel Subtotal	\$	321,265.00

OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	\$ 552.00	\$ 6,624.00
Mileage (.36 per mile x 5,903 miles)	177.08	2,125.00
Travel/Conferences	128.67	1,544.00
Printing	282.17	3,386.00
Postage	35.42	425.00
Telephone	102.00	1,224.00
Rent/Lease-Equipment	14.17	170.00
Contract Services-Other	1,067.25	12,807.00
Accounting Services	162.91	1,955.00
Rent/Lease-Land & Building	659.58	7,915.00

Operating Costs - Subtotal

\$ 3,181.25	\$ 38,175.00
-------------	--------------

INDIRECT COSTS (list all appropriate)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	7.61%	\$ 27,353.00
Total Administrative Cost GAIN		\$ 386,793.00

DIRECT SERVICES COSTS:

GAIN Vocational Career Assessment	\$	2,113,208
GAIN Learning Disabilities Evaluations	\$	1,731,000

Grand Total Contract Cost

\$ 3,844,208.00

Footnotes:

(1) 7.61% Indirect Cost Rate: As determined by the contract, the percentage of operating costs (excluding salaries and benefits) for comparable other programs.

(2) 1.0% Indirect Cost Rate: As determined by the contract, the percentage of operating costs (excluding salaries and benefits) for comparable other programs.

PERSONNEL SCHEDULE (page 1 of 2)

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 2012-2013 - 6/30/2014
 FISCAL YEAR: 2013 - 2014
 CONTACT PERSON: [Redacted]
 TELEPHONE NUMBER: 323-922-0910

See Item I

PERSONNEL SALARY (\$)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	SUBALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
	Director	1	\$ 10,132.02	2.53%	\$ 256.93	\$ 3,104.76
	Assistant Director	1	\$ 8,739.28	8.00%	74.14	8,913.56
	Consultant	1	\$ 8,479.10	61.30%	7,199.39	86,391.82
	Management Consultant	1	\$ 8,475.10	2.53%	215.99	2,591.85
	Administrative Analyst	1	\$ 6,149.14	85.00%	5,223.62	62,711.03
	Staff Developer	1	\$ 6,104.80	36.50%	4,655.17	55,862.06
	Senior Division Secretary	1	\$ 4,348.35	2.53%	111.39	1,356.70
	Intermediate Typist Clerk	1	\$ 3,052.02	85.00%	2,594.25	31,131.01
Total Salaries					\$ 21,019.00	\$ 252,226.09
Section II						
EMPLOYEE BENEFITS BY CLASSIFICATION						
Health Plan (H)	Director	Charge	Consultant	Coordinator	Analyst	Total
Health Plan (H)	\$ 269.44	\$ 699.62	\$ 6,930.20	\$ 409.44	\$ 6,990.29	\$ 15,077.30
Dental Plan (included in Health Plan)						
Retirement	271.84	779.94	2,539.57	86.56	2,103.55	10,562.56
Social Security Insurance	9.12	26.74	238.19	7.28	188.13	491.46
Workers Compensation	43.85	129.25	1,232.73	198.27	4,797.39	6,426.69
Long Term Disability	164.64	470.64	4,361.66	176.85	3,331.14	8,644.33
Medical						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 699.69	\$ 2,104.59	\$ 20,611.15	\$ 639.35	\$ 17,380.81	\$ 41,437.54
Total # of Positions by Classification	1	1	1	1	1	
Total Fringe Benefits (B)	\$ 699.69	\$ 2,104.59	\$ 20,611.15	\$ 639.35	\$ 17,380.81	\$ 41,437.54
Grand Total						
Total Salaries					\$ 21,019.00	\$ 252,226.09
Total Fringe Benefits					\$ 41,437.54	\$ 41,437.54
Total Personnel Costs					\$ 62,456.54	\$ 62,456.54

1. Fringe benefits are based on the total salary for all positions in the schedule.
2. Fringe benefits are based on the total salary for all positions in the schedule.
3. Fringe benefits are based on the total salary for all positions in the schedule.
4. Fringe benefits are based on the total salary for all positions in the schedule.
5. Fringe benefits are based on the total salary for all positions in the schedule.
6. Fringe benefits are based on the total salary for all positions in the schedule.
7. Fringe benefits are based on the total salary for all positions in the schedule.
8. Fringe benefits are based on the total salary for all positions in the schedule.
9. Fringe benefits are based on the total salary for all positions in the schedule.
10. Fringe benefits are based on the total salary for all positions in the schedule.

PERSONNEL SCHEDULE (page 1 of 2)

CONTRACTOR: Los Angeles County Office of Education
 CONTRACT PERIOD: 7/01/2003 - 6/30/2004
 CONTACT PERSON: Daniel Kaise
 PHONE NUMBER: 310.222.8010

Section II

PERSONNEL SCHEDULE	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Teacher	Elementary Teacher	1	\$ 10,122.57	4.55%	\$ 230.90	\$ 5,166.76
Consultant	Consultant	1	\$ 6,738.78	8.00%	\$ 241.60	\$ 6,980.38
Administrative Assistant	Administrative Assistant	1	\$ 4,470.10	85.00%	\$ 2,199.39	\$ 64,371.42
Job Developer	Job Developer	1	\$ 6,148.14	25.00%	\$ 275.99	\$ 2,911.65
Senior Director Secretary	Senior Director Secretary	1	\$ 6,164.86	76.70%	\$ 3,225.92	\$ 62,711.00
Intermediate Typist Clerk	Intermediate Typist Clerk	1	\$ 4,149.37	2.55%	\$ 46.02	\$ 56,042.06
		1	\$ 3,052.06	15.00%	\$ 311.39	\$ 3,367.75
					\$ 2,584.23	\$ 11,141.63
Total Salaries					\$ 21,019.80	\$ 232,228.00

EMPLOYEE BENEFITS BY CLASSIFICATION	Director	Charge	Consultant	Coordinator	Analyst	Total
Health Plan (H)	\$ 209.44	\$ 699.61	\$ 6,930.20	\$ 209.44	\$ 6,930.20	\$ 15,077.12
General Plan (Includ. of Health Plan)						
Retirement						
SA	271.84	779.04	7,525.97	86.86	2,101.65	10,802.56
Health Savings (Medicare)	9.10	26.74	259.19	7.76	188.13	431.16
Workers Compensation	45.05	129.35	1,222.71	198.27	4,797.30	6,422.69
Long Term Disability	164.04	470.64	4,361.66	139.83	3,411.14	8,644.33
Holidays						
Sick Leave						
Vacation						
Health Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 699.49	\$ 2,104.59	\$ 20,613.35	\$ 639.30	\$ 17,300.81	\$ 41,437.74
Total # of Positions by Classification	1	1	1	1	1	5
Total Fringe Benefits (4)	\$ 699.49	\$ 2,104.59	\$ 20,613.35	\$ 639.30	\$ 17,300.81	\$ 41,437.74

1. This schedule is subject to change without notice.
 2. The salary schedule is subject to change without notice.
 3. The salary schedule is subject to change without notice.
 4. The salary schedule is subject to change without notice.

ATTACHMENT C
CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- ☐ *I understand that _____ is my sole employer for purposes of this employment.*
- ☐ *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- ☐ *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- ☐ *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.*

_____ (Initial and date)

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- ☐ *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the County of Los Angeles.*
- ☐ *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- ☐ *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- ☐ *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- ☐ *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security Number: _____

Working Title: _____

Original: Contractor
Copy: Contractor Employee

ATTACHMENT D

PROPOSALS/GROUNDS FOR REJECTION

**ATTACHMENT D
PROPOSALS/GROUNDS FOR REJECTION**

***Los Angeles County Code* Chapter 2.180 "Contracts Prohibited" sets forth, among other things, the following:**

Notwithstanding any other section of this *Code*, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;**
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;**
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and**
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.**

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this Contract do not fall within scope of *Code Section 2.180* as outlined above.

Name and Title of Sign

Signature

Date

ATTACHMENT E
BIDDER'S/OFFEROR'S
EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

**ATTACHMENT E
BIDDER'S/OFFEROR'S
EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the *Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, Section 504 of the *Rehabilitation Act of 1975*, the *Food Stamp Act of 1977*, the *Welfare and Institutions Code Section 10000*, California Department of Social Services Manual of Policies and Procedures Division 21, and the *Americans with Disabilities Act of 1990*, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- | | | (circle one) |
|----|--|--------------|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes No |
| 2. | The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes No |
| 3. | The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes No |
| 4. | Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes No |

Name and Title of Signer
Date

Signature

ATTACHMENT F
BIDDER'S/OFFEROR'S
NONDISCRIMINATION IN SERVICES CERTIFICATION

**ATTACHMENT F
BIDDER'S/OFFEROR'S
NONDISCRIMINATION IN SERVICES CERTIFICATION**

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the contractor, supplies, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition or physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

- | | | |
|----|---|--------------|
| | | (circle one) |
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. | The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes No |

Name and Title of Signer

Signature

Date

ATTACHMENT G
ATTESTATION TO WILLINGNESS
TO CONSIDER GAIN/GROW PARTICIPANTS

**ATTACHMENT G
ATTESTATION TO WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for Services Purchase Order Contract award, vendors shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors shall complete, sign, and return with their quotation this attachment form entitled "Attestation of Willingness to Consider GAIN/GROW Participants." Vendors who are unable to meet his requirement shall not be considered for Purchase Order award.

Vendor shall complete all of the following information, sign, at the indicated location, and return this form:

- A. Vendor has a proven record of hiring GAIN/GROW participants.

☐ YES ☐ NO

(Subject verification by COUNTY)

- B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that vendor is willing to interview qualified GAIN/GROW participants.

☐ YES ☐ NO

If YES, state the name and phone number of the person whom the COUNTY may contact to refer GAIN/GROW participants: _____.

- C. Vendor is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.

☐ YES ☐ NO ☐ N/A (program not available)

VENDOR

(Type or Print Name of Firm)

By: _____

Type or Print Name: _____

Type or Print Title: _____

ATTACHMENT H
SAMPLE INVOICE FORMAT

ATTACHMENT H

MONTHLY INVOICE FOR 1/12TH OF ANNUAL PRORATED AMOUNT

VOCATIONAL ASSESSMENT INTERMEDIARY SERVICES Invoice No. _____

Management and Monitoring of Subcontracts Invoice Date _____

Greater Avenues for Independence Program Invoice Month (mo/yr) _____

Contract No. _____ Vendor No. _____

(Vendor name/address) _____

Vendor SSN or Taxpayer ID No. _____

(Telephone Number) _____

INVOICE DUE ON THE 15TH OF THE MONTH FOLLOWING THE MONTH OF SERVICES

INVOICE AMOUNT REQUESTED \$ _____

Contractor's Authorizing Signature

Date Signed

County Contract Administrator's Approval Signature

Date

NOTE: The contractor's management and monitoring reports shall be attached to this invoice.

FOR DPSS FINANCE DIVISION/AUDITOR/CONTROLLER USE ONLY

Fund Org.	Acct. Comment	Task	Option	Charge	Amount	P/F	Comment

ATTACHMENT I
SAMPLE RECONCILIATION INVOICE FORMAT

ATTACHMENT I

QUARTERLY INVOICE FOR 85% OF ACTUAL COSTS

Invoice Number _____

VOCATIONAL ASSESSMENT INTERMEDIARY SERVICE
Greater Avenues for Independence Program

Invoice Date _____

Invoice Quarter _____
mo/yr through mo/yr

(Vendor Name/Address)

Contract Number _____

Vendor Number _____

Vendor SSN or Taxpayer ID Number _____

(Telephone Number) _____

INVOICE DUE ON THE 15TH OF THE MONTH FOLLOWING THE END OF THE QUARTER

AMOUNT UNDERPAID/OVERPAID FOR INVOICE QUARTER

Month/Year	A. Amount <u>Already Invoiced</u>	B. Quarter Total <u>Actual Expenditures</u>	C. County <u>Under/Overpayment (A-B)</u>
Jan. 00	\$ _____	\$ _____	\$ _____
Feb. 00	\$ _____	\$ _____	\$ _____
Mar. 00	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

II. COMPUTATION OF ADJUSTABLE UNDERPAYMENT/OVERPAYMENT

A. Underpayment

1. If the Total in I, Column C Resulted in a County Underpayment
Enter the Amount \$ _____
2. Enter Unadjusted Prior Quarter Total Overpayment \$ _____
3. Total Amount Due to Contractor, (1 minus 2)
County to Issue Supplemental Payment \$ _____

B. Overpayment

1. If the Total I, Column C Resulted in a County Overpayment
Enter the Amount

\$ _____

2. Unadjusted Prior Quarter Total County Overpayment

\$ _____

3. Total Amount Due to County, (1 plus 2)
County to Adjust Future Invoice/Payment

\$ _____

ATTACHMENT J

INTERNAL REVENUE SERVICES NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers cannot claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4, Employee's Withholding Allowance Certificate**.

Note: You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The **IRS Form W-2, Wage and Tax Statement**, which has the required information about the EIC on the back of **Copy B**.
- A substitute **Form W-2** with the same EIC information on the back of the employee's copy that is on **Copy B** of the **IRS Form W-2**.
- **Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC)**.
- Your written statement with the same wording as **Notice 797**.

If you are required to give **Form W-2** and do so on time, no further notice is necessary if the **Form W-2** has the required information about the EIC on the back of the employee's copy. If a substitute **Form W-2** is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute **Form W-2** is given. If **Form W-2** is required but is not given on time, you must give the employee **Notice 797** or your written statement by the date **Form W-2** is required to be given. If **Form W-2** is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting **Notice 797** on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the **IRS Web Site** at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in **Notice 797**. For more detailed information, the employee needs to see the 2002 instructions for **Form 1040, 1040A, 1040EZ**, or **Pub. 596, Earned Income Credit (EIC)**.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed **Form W-5, Earned Income Credit Advance Payment Certificate**. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15, Employer's Tax Guide**.

Notice 1015
(Rev. 11-2002)



ATTACHMENT K
SAFELY SURRENDERED BABY LAW

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

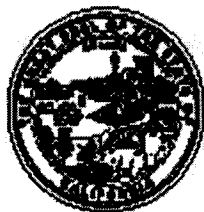
Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever
has to abandon a child again.**



State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director

FUR 400 (8/02)

**no shame.
no blame.
no names.**

**now there's a way
to safely surrender
your baby**



What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

**Los Angeles County
Safely
Surrendered
Baby
Hotline**



(877) BABY SAFE

Toll Free (877) 222-7273

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.